

# TERMS & CONDITIONS – OUTLAW TRIATHLON 2011

## Parties

The following Terms and Conditions relate to all events promoted by One Step Beyond Promotions and its associates.

## Terms

The above named organisation from this point forward will be referred to as 'The Promoter'. All applicants both prospective and successful from this point forward will be referred to as 'The Applicants'

From the moment that the above Promoter starts to organise an event, there is a considerable amount of work, expense and risk. Each event takes many hundreds of hours of forward planning, thousands of pounds of expense, as well as financial risk.

As with all companies incurring overheads such as premises, staff, marketing, equipment, insurance, websites, etc. Financial planning is an integral part of event management and promotion and as such we endeavor to ensure that we can cover unexpected on costs so as to provide a secure footing for all events promoted. The following 'Terms & Conditions' are set in place to ensure that we continue to provide athletes with safe and enjoyable events, year on year.

### 1: Conditions of Entry

By entering any Outlaw events (Training Camps, Swim or Triathlon) as made available on the [www.onestepbeyond.org.uk](http://www.onestepbeyond.org.uk) website, be it by use of the online entry system or paper based system, applicants are agreeing to abide by the following 'Terms & Conditions' as outlined below.

### 2: Confirmation of Entry.

Cashing of an applicant's cheque or satisfactory completion of transaction through the online payment systems confirms the applicants place in the race/event for which they have applied.

### 3: Race Information

All necessary Race Information pertaining to individual events are published on [www.onestepbeyond.org.uk](http://www.onestepbeyond.org.uk). Please note that details of individual events as published on race specific entry forms and provisional race information are subject to change. Updated details of any alterations to Provisional Race Information initially issued will be made available on the web no later than 5 days prior to the event date. It is the responsibility of competitors to ensure they have accessed the relevant information relating to their event.

### 4: Competitor Withdrawal:

If for any reason 'The Applicants' who have already successfully entered an event find themselves unable to race and wish to withdraw from the event, the applicant must inform 'The Promoter' by writing. This should be done initially via e-mail to the e-mail address specific to the event which can be found on the website. Applicants should receive a confirmation of their withdrawal within 5 working days. If this confirmation is not received the applicants should contact the office immediately to verify receipt of their request to withdraw

Alternatively postal withdrawals can be made in writing to. The Events Office –

Withdrawals (Name of event), White House Farm, Maltkiln Road, Fenton, Lincolnshire. LN1 2EW. Please note the promoters cannot be held responsible for loss or delay in post.

All requests to withdraw **including e-mail** should be followed up by the applicant sending a SAE for the return of their credit note

**Applicants not sending an SAE for their Race Credit to be returned or not notifying the events office of their wish to withdraw from an event until after the closing date as outlined on the race specific entry form and applicants who do not attend the race/event will not receive any form of refund/credit**

Applicants who withdraw from the event prior to the Withdrawal Date will receive a refund / credit note in line with the policy outlined in section 5.

To enable 'The Promoters' to send 'The Applicants' a refund / race credit, please include an A5 SAE. This request will entitle 'The Applicants' to a refund / credit in line with the credit policies as outlined below. Please note all withdrawals must be done in writing. We will accept emails as your withdrawal, but the date of the withdrawal will be taken from the post mark on the envelope sent to the 'The Promoters'.

Please note that credits may not be sent until after the event has taken place.

#### 4.5: Attempted Swapping of entries

Please note that the swapping of entries between competitors is strictly forbidden as it invalidates insurances undertaken by the promoters to cover the event. The consequences of attempting such an undertaking by any competitor is so serious in jeopardizing the continuation of events that any athlete found to have passed their entry to another athlete and any athlete found to have taken up that entry will be banned for life from all future events organised by the Promoter.

#### 5: Refund / Credit Policy

'Applicants', who inform the events office in writing of their wish to withdraw from an event before the withdrawal date of the event as outlined below, will be entitled to the following:

##### Outlaw Training Camp 1 – 13<sup>th</sup> March 2011

- Up to 4 months out 50% refund of camp costs
- 1 – 4 month out 50% race credit
- Up to 1 month out no refunds or race credits

##### Outlaw Triathlon – 24<sup>th</sup> July 2011

- Up to 4 months out refund minus £25 admin charge
- 2 - 4 months out refund minus £50 admin charge
- 1 - 2 months out refund minus £75 admin charge
- Up to 1 month out no refunds or race credits

Please note that Race Credits are not transferable between applicants. Credit Notes issued are valid for 12 months from the date of issue.

#### 6: Transfer of Entry and Deferral

Under no circumstances are applicants permitted to transfer their entry to either another event, to another individual or defer their entry to the following season. Applicants are instead, requested to follow the guidelines as outlined in Competitor Withdrawal and Credit Policy as outlined above, using the Race Credit supplied where applicable to re-apply for another race/event.

#### 7: Registration

Details of race registration times relating to specific events will be posted on confirmed race information. All athletes are required to attend registration within the times specified. Applicants who do not attend registration within these times will not be allowed to race, and will lose their right to a place in that race/event. It is the responsibility of competitors to ensure they have accessed the relevant information relating to registration at their event.

#### 8: Photography

The promoters maintain the right to use images and photographs taken by their contracted photographers and employees at the event without informing of or recompense to event participants. These images can be used for promotional purposes as undertaken by the promoters and their partners, which will cover a range of possible uses including advertising press and media, printed information items, editorial coverage and any other promotion directly related to the promoters or their sponsors.

#### 9: Prizes

Prizes at each event will be awarded in age categories as outlined on individual event race information and competitors who are awarded a prize are required to attend presentation in order to receive their prize. In the case where the aforementioned competitors are not in attendance at prize giving they are deemed to have foregone their right to the prize and the prize will not be awarded

#### 10: Completion of Entry Form

Where utilising the paper based system, it is vital for applicants to complete the entry form fully and neatly. In the case where athletes do not complete sections properly or fully, a 'default' entry for that section will be allocated as outlined below:

- If applicants do not complete the 'date of birth' section, they will be allocated a 'default' age of 100, and will not be eligible for prizes.

Whilst the promoters will endeavor to solve any problems that arise through incorrectly completed entry forms, if unable to read any section of the entry form, the form will be returned to the applicant with a request for it to be completed again without the securing of a confirmed place in the event.

#### 11: Late Entries

If there are still places available after the closing date, applicants must include an additional fee to cover additional administration work as outlined on the entry form. If applicants do not include the late entry fee, then the application will be returned.

#### 12: Event Changes

The above named Promoter has the right to change any event for the reason of safety without prior notice.

#### 13: Event Cancellation

If for reasons beyond the control of the Promoter, including an 'act of God' due to unforeseen, naturally occurring events that were unavoidable, the race/event, which applicants have entered is cancelled or postponed, the Promoters will issue a full Race Credit to the value of the original entry fee or transfer the applicants entry to another race/events where requested. Alternatively if a race / event is cancelled by the Promoter which applicants have entered is cancelled, the Promoters will offer a full refund."

#### 14: Right of refusal for entry:

The Promoters maintain the right to refuse or revoke entry to any applicant, where they believe that accepting the entry could prejudice the event, the promoting organisation their sponsors, associates or staff. This right of refusal extends to include applications where acceptance is considered by the promoters to be likely to infringe upon the enjoyment of any persons connected with the event, including staff, marshals, volunteers & other competitors."