

# **DOCK2DOCK TERMS & CONDITIONS**

**2022**

## **GENERAL DOCK2DOCK PRIVACY & LEGALS (Terms & Conditions)**

Please read through all the term and conditions, including your health commitment.

### **1. ENTRY**

1.1 By submitting your application you are agreeing to register for the Dock2Dock and to abide by these conditions of entry and any instructions given to you by the Organisers and officials of the Event. This includes any entries made for you on your behalf by a third party.

### **2. EVENT SAFETY**

2.1 At all times during the event you must adhere to all instructions given by event marshals, volunteers and officials.

2.2 It is your responsibility to ensure that you have the correct equipment that is in a good safe working order and take weather conditions into account when preparing to take part.

2.3 It is your responsibility that you are sufficiently fit and healthy to participate in the events unaided. If you are in any doubt we recommend that you seek medical advice beforehand. Please read our Health Commitment Statement for further advice.

### **3. DATA PROTECTION**

3.1 You agree that your personal information can be stored and used by the Organisers relevant third parties in connection with the organisation, staging and administration of events.

3.2 You agree that your name and image can be used by the Organisers and their partners for the purposes of:-

(i) The current and future promotion and marketing of Dock2Dock, NOWCA, and Love Open Water;

(ii) Adding you to a mailing list to keep you informed about future events and services, such as information regarding local clubs, events and how to join events organised by Love Sports Events. If you object to such, please see condition 3.3

3.3 The Organisers shall take all necessary steps to ensure that personal information or marketing information pertaining or relating to you which comes into their possession or control shall not be:

- i. Used or reproduced in whole or in part in any form except for the purposes outlined in these conditions.
- ii. Disclosed to any person not authorised by you to receive it; or
- iii. Altered, deleted, added to or otherwise interfered with (except where expressly permitted by these conditions).

3.4 If you would not like the Organisers or their partners to use the marketing information or personal information other than for purposes related solely to your participation in Dock2Dock, please e-mail [info@lovesportsevents.co.uk](mailto:info@lovesportsevents.co.uk)

#### **4. CANCELLATION BY THE PARTICIPANT**

4.1 Any entry that has been deferred from a previous year for any reason is not eligible for a refund or for further deferral. The entry can be transferred to another participant up to 7 days before the event (see Transfer of Entry).

4.2 The participant acknowledges that participant places are limited and payment of the entry fee and reservation of a place has an effect on logistics. The participant may only withdraw from the event under the following conditions:

- Ninety (90) days or more prior to event day - 50% refund of entry fee (excluding booking fee)
- Sixty (60) days or more prior to event day - 25% refund of entry fee (excluding booking fee)

4.3 If the participant wishes to withdraw with less than sixty (60) days to the commencement of the event, or if the participant fails to register for the event, they will receive no refund of the entry fee. We are unable to make exceptions for illness, injuries or pregnancy.

4.4 The participant may not transfer their entry to another event should they no longer be able to attend. We are unable to make exceptions for illness, injuries or pregnancy.

#### **5. CANCELLATION BY THE ORGANISERS**

5.1 The Organisers may cancel the event if circumstances arise beyond our reasonable control, including, without limitation, force majeure or act of God, war, civil or political unrest, terrorism or inclement weather conditions or water quality. In such circumstances we will communicate with participants at the earliest opportunity.

5.2 If due to Covid-19 or any other reason beyond our reasonable control, the Organisers are forced to cancel the event more than 90 days or more before the Event date, participants will be offered a transfer to the postponed event with no fee. Should the participant not be able to take part in the postponed event, a refund will be offered for the entry fee, minus booking fees. Once participants are notified of the postponement, they will

have thirty (30) days to take up the transfer or refund offer. Withdrawal or transfer requests will not be allowed after the deadline for this offer.

5.3 If due to Covid-19 or any other reason beyond our reasonable control, the Organisers are forced to cancel an event less than 90 days or less before the event date, we will offer a reimbursement of the part of the entry fees which are recoverable or have not been irrevocably committed to staging the event. This amount is at the Organisers discretion.

5.4 In the event of cancellation or postponement of the Event, the Organisers will have no responsibility for any costs incurred as a result of cancellation, including any travel and/or accommodation costs.

5.5 Booking fees will not be refunded.

5.6 The Organisers reserve the right to cancel your participation in the event if any information provided by you is found to be inaccurate in any way. In this case you will be refunded your entry fee minus booking fees and a £10.00 administration fee.

## **6. TRANSFER OF ENTRY**

6.1 The participant may transfer their entry to another person up to seven (7) days prior to the event date. (excludes Charity entries – see 13)

6.2 All transfers must be completed by the participant using the online registration system.

6.3 There will be no fee for transferring an entry to another person. It is the responsibility of the person making the transfer to arrange any exchange of money for the entry fee and / or merchandise purchased.

6.4 NOWCA membership fees are not transferrable to another person. If the original participant can no longer attend the event, this membership fee will not be refunded.

## **7. DISTANCE CHANGES**

7.1 Distance changes will be allowed up to seven (7) days prior to the event date, at the discretion of the Organiser. Any difference in entry fee is to be paid by the participant before such changes are confirmed. Should the participant wish to change to a shorter distance, no refund will be offered on the difference in entry fee.

7.2 For Charity Entry distance changes, please refer to 13.7

## **8.CHANGES TO THE EVENT**

8.1 The Organisers reserve the right to change the course, or make any other amendment to the event deemed necessary to stage the Event. Any change to the Event will be communicated to you at the Event or sooner if practicable.

8.2 Should the course distance be reduced in accordance with Condition 8.1 for the avoidance of doubt, you will agree that the Event is still deemed to be staged and that we will not be liable to you for any refund.

## **9. USE OF IMAGE**

9.1 Photographs may be taken which capture your participation. You agree to the publication of photographs and broadcasts of your image which accurately depict your participation in Dock2Dock.

## **10. MEDICAL CONDITIONS**

10.1 If you have a pre-existing condition, not exercised before or for some time, you should consult your doctor before taking part in Dock2Dock. Please read our Health Commitment Statement for further advice.

10.2 You must provide an emergency contact name/emergency contact number as part of your NOWCA membership registration which must be up to date on the day of the event.

## **11. LIABILITY**

11.1 In no event shall the Organisers be liable to you, whether for breach of contract, any tortuous act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:-

- Loss or damage;
- Loss of profit;
- Loss of reputation;
- Loss of business, revenue or goodwill;
- Loss of anticipated savings;
- Pledges made on your behalf or by you to charity;
- Consequential or indirect loss, regardless of whether the loss or damage:
  - would arise in the ordinary course of events;
  - is reasonably foreseeable; or
  - Is in the contemplation of the parties, or otherwise.

11.2 Nothing in this Agreement shall affect the Organisers' liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

11.3 The Organisers strongly advise all participants to hold relevant insurance whilst taking part in these events.

## **12. GENERAL**

12.1 The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

12.2 If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

12.3 The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

12.4 Participants must update their personal contact details and medical details via the event registration system, should they change after initial registration and payment of entry fee.

12.5 The Dock2Dock is a NOWCA member only event. No person will be allowed to participate without a current NOWCA membership. This means the participant has paid the annual membership fee and the expiry date is beyond the date of the event.

12.6 NOWCA members must keep their profile, medical and emergency contact details up to date. Visit your personal login page at <https://actio.nowca.org/root/home> to change any details.

12.7 All participants must swim with a tow float in all distances above 1.5k. Competitors between the ages of 12-16 must wear a tow float in the 1.5k & 3k event.

12.8 Participants between the ages of 12-16 in the 1.5k & 3k event must wear a full length wetsuit (no shorties allowed).

12.9 If you purchase event merchandise but fail to collect this, you must contact the Organisers at [info@lovesportsevents.co.uk](mailto:info@lovesportsevents.co.uk) within 14 days of the event to request a refund or make arrangements to collect the items. Any postage costs must be paid by the purchaser before the items are dispatched.

12.10 Swimmer packs must be collected at the event from the registration tent. The Organisers will not post out any swimmer packs not collected at the event.

12.11 Participants must be 16 years and over to compete in the 5k, 10k and 15k event. Participants must be 12 years and over to compete in the 1.5k and 3k event and will require parent/guardian consent to enter if under the age of 18. Age is taken on the day of the event.

12.12 Wetsuits are not compulsory with the exception of swimmers aged 12-16 on the day of the event. The Organisers will monitor water temperatures in the lead up to the event. Should the water temperature drop below 15 degrees celsius, wetsuits will be compulsory for all participants unless agreed otherwise in advance with the Organisers.

A 'skins pass' application must be completed prior to the event for review by the events team and applicants will be notified accordingly. The skins application form will be distributed to relevant participants at least seven (7) days prior to the event.

12.13 Timing chips will be used for the event and must be placed on the ankle. Lost chips will incur a £20.00 fee.

12.14 Entries to the 15k event will be reviewed in line with qualification guidelines. Wildcard entries will be granted at the discretion of the Organisers.

### **13. CHARITY ENTRIES**

13.1 Charity entries cannot be deferred and are non-transferable and non-refundable.

13.2 Participants who have purchased a charity entry agree to set up a fundraising page on the charity partner platform within 14 days of completing their entry.

13.3 There is a minimum fundraising pledge for each distance. Participants agree to complete their fundraising by midnight on the day prior to the event.

13.4 Should the event be cancelled or the participant is no longer able to attend, monies pledged via our charity platform partner will not be refunded but monies raised will still be consigned to the chosen charity.

13.5 Should the event be cancelled by the organisers, participants who have purchased a charity entry and raised the minimum amount according to their entry conditions, will be offered an entry for the event in same distance in the following year at no cost.

13.6 The organiser reserves the right to cancel a participant's entry if the terms & conditions of charity entries are not met. No refund will be offered.

13.7 Distance changes will be allowed, providing there are spaces available. Minimum fundraising pledge applies to the distance with the higher pledge. I.e. if you move up in distance, you agree to raise the higher amount.

## **DOCK2DOCK GENERAL EVENT RULES**

### **1. NOWCA SAFETY**

1.1 All competitors must wear their NOWCA safety wrist band on their wrist only.

1.2 Results will be available on the Dock2Dock website and emailed to participants after the event.

### **2. SWIM ETIQUETTE AND WAVE STARTS**

2.1 When you receive your wave start or start window time, it is up to you to be ready to enter the water.

2.2 Make sure you position yourself in a place in the water so that you do not swim into anyone else.

2.3 If you think you are not able to swim in the front then go to the side or back of the field.

### **3. PRIZES**

3.1 Category prizes will be awarded at the Dock2Dock. The categories will be listed on the event website prior to the event.

3.2 Category prizes will only be awarded where there are three (3) or more participants in the category.

3.3 Prizes are allocated at the discretion of the Organisers and may vary for each category.

### **Health Commitment Statement**

Your health is your responsibility. The Organisers are dedicated to helping you take every opportunity to enjoy your participation in our events. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you

- We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
- We will make every reasonable effort to make sure our event is organised to accepted safe operational standards for you to enjoy.
- We will make all reasonable steps to ensure first aid is available at the event to an industry standard.
- If you tell us you have a disability which puts you at a substantial disadvantage in accessing our event, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

- You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with your safe participation in our event, before you enter you should seek advice from a relevant medical professional and follow that advice.
- It is the decision of the participant, not the Organisers, to determine whether they are fit enough to exercise.
- If the participant is in any doubt, they should seek medical advice. It is up to the participant where to seek that medical advice.
- You should let us know immediately, if you feel unwell whilst participating in one of our events.
- Our staff are not qualified doctors, but there will be first aid provision in attendance at our events.

- If you have a disability, you must follow any reasonable instructions to allow you to complete our event safely.

This Health Commitment Statement sets the standards that the Organisers and the event participant can reasonably expect from each other in regards to the health of the participant.

This statement is for guidance only. It is not a legally binding agreement between you and the Organisers and does not create any obligation which you or the Organisers must meet.

## **DOCK2DOCK TRAINING Terms and conditions**

### **Overview**

Dock2Dock training is a project managed by Love Open Water London Royal Docks for Love Sports Events and Dock2Dock training is delivered by a range of health and fitness providers and facilities.

### **DOCK2DOCK Participants – Key conditions**

- Responsibility for their safety and wellbeing is with the company or person providing the session or facility.
- Sessions delivered and facility providers should be covered by the instructors or providers company indemnity/ liability insurance.
- Instructors should have taken part in a training programme, and also have qualifications to deliver relevant activities. If you are in any doubt on instructor qualifications or insurance you can contact [info@lovesportsevent.co.uk](mailto:info@lovesportsevent.co.uk) to check the venue.
- You must ensure you advise the instructor or facility of any specific medical condition. They will be able to advise on if you can take part.
- If you are taking part in any unsupervised activity, this is done at entirely your own risk.
- Any equipment you provide should be in good condition, if wetsuits are used in training we recommend they are checked by the instructor prior to use.
- All participants should adhere to the facility/ instructor session rules.
- Any person under the age of 18 should have parental consent to take part in Dock2Dock activities. Any person under the age of 18 should check with a provider/facility to ensure they are able to take part.

## **DOCK2DOCK Training Venue**

### **Overview**

The Dock2DockK training venue are facilities and coaching that have been identified as suitable for open water swim training. These will be held at Love Open Water London Royal Docks in Victoria Dock.

Key conditions

- Participants should check closely what is offered at a venue before choosing to use the facilities. Some may be unsupervised, or may offer basic guidance.
- Participants should check pricing and opening hours before travelling to the venue.
- All participants use venues at their own risk, the Organisers cannot be held responsible for any injury and/or loss caused when using these venues.

If you have any questions or concerns regarding a venue and/or instructor, please advise the Organisers at [info@lovesportsevents.co.uk](mailto:info@lovesportsevents.co.uk)