

NEVER SECOND SPORTS EVENTS

Terms and Conditions

Organising an event requires a considerable amount of forward planning, time, risk and expense. Approximately 9-12 months prior to our events taking place, work begins and costs are incurred. These include administrative, insurance, advertising, marketing, equipment, website and staff costs. As an event draws nearer, we continue to incur costs, some fixed and many in relation to the number of entrants.

Whilst we are investing into the cost of staging our events, there is no guarantee of their success, making financial planning an integral part of event management and promotion. For this reason our 'Terms and Conditions' are here to ensure we are able to provide athletes with continued safe and enjoyable events.

1. Definitions

- 1.1. 'Never Second Sports Events' are the organisers of the event.
- 1.2. The event refers to any event listed on the organiser's website (www.neversecondsportsevents.com).
- 1.3. An entry refers to payment received for either an individual application or a relay application for the event.
- 1.4. The entrant refers to the individual or relay that has put in an entry for the event.
- 1.5. The event office is Crumble Cottage, 2 Chapel Lane, Bodicote. Oxon. OX15 4DA.

2. Conditions of Entry

- 2.1. By entering the event, all applicants agree to abide by our terms and conditions as listed.
- 2.2. This includes all members of a relay team
- 2.3. We rely on the details of an entry to process your application. Without accurate information, we would not process your entry.
- 2.4. All applicants are aware that the nature of the event is physically demanding and that by entering the event they are confirming that they are capable of completing the event and that the organisers will not be held responsible for any injury or illness as a result of their participation.
- 2.5. The entrant waives and discharges from any and all liability for death, disability, personal injury, property damage, property theft and all other foreseeable risks, claims or actions of any kind (including negligence) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, their participation in the Event, the following persons or entities: The Event Organisers, Event officials and personnel, land managers and/or owners, event sponsors, volunteers, and all of their respective officers, directors, employees, independent contractors, representatives, agents and volunteers.

3. Confirmation of Entry

- 3.1. If you enter online, an acceptance email will be sent confirming your payment, from our online payment partner.
- 3.2. Applicants who apply using a postal entry form will be sent an email from Never Second Sports Events confirming their entry.

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- 3.3. A list of entries will be posted on www.neversecondsportsevents.com prior to the event taking place.
- 3.4. It is the entrant's responsibility to inform Never Second Sports Events if any of these details are incorrect so they can be corrected by the time the event closes to entries.
- 3.5. Never Second Sports Events cannot guarantee that any changes can be implemented if they are received after the event has closed for entries.
- 3.6. Never Second Sports Events cannot be held responsible for entries lost in the post.

4. **Competitor Withdrawal**

With most events (sports, cinema, theatre, concerts, etc), if after paying for them you have to withdraw, you will not receive a refund, regardless of the reason (injury, pregnancy, holiday, business / work, etc). However, if you do need to withdraw from one of our events and provided we get enough notice, we are prepared to give you an element of your entry fee back, providing you follow our withdrawals policy:

- 4.1. Once we have received your payment for the event any and all refunds are discretionary.
- 4.2. Any withdrawals must be received in writing at the event office and must include a SAE. An email is not sufficient.
- 4.3. The date of your withdrawal is as postmarked on the envelope of the withdrawal letter.
- 4.4. Proof of posting does not mean proof of receipt. It is the responsibility of the withdrawing athlete to ensure withdrawal notice has been received by Never Second Sports Events.
- 4.5. Never Second Sports Events will only issue refunds providing 4.2 – 4.4 is followed in full.
- 4.6. Where a refund is agreed, it will be dealt with as follows:
 - 4.6.1. 6 weeks or more prior to event = 80 % refund
 - 4.6.2. 4 – 6 weeks prior to event = 50 % refund
 - 4.6.3. less than 4 weeks prior to event = No refund
- 4.7. Refunds do not include any online processing fee.
- 4.8. No registration packs, tickets or items associated with the entry to the event will be sent to any competitor who has withdrawn from the event or who does not register during the allocated time periods.
- 4.9. We will endeavour to process your refund as soon as possible, but we cannot guarantee that this will be before the event takes place.

5. **Transfer of Entry**

Please note that the swapping of entries between competitors is strictly forbidden as it invalidates the insurances undertaken by the organisers to cover the event. The consequences of attempted swapping of entries by any competitor is so serious in jeopardizing the continuation of events that any athlete found to have passed their entry to another athlete or any athlete taking up that entry may be banned for life from all future Never Second Sports Events competitions.

- 5.1. Under no circumstances are applicants permitted to transfer their entry to another event, another year, or to another individual.
- 5.2. Applicants who no longer wish to take part in the event are required to follow the withdrawals policy in section 4.

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6. Race / Event Information

- 6.1. All information relating to the event will be published on www.neversecondsportsevents.com. Any advance changes / alterations to the course or event will also be published on the website as will provisional individual start times. Any changes to start times will be communicated at registration.
- 6.2. It is the responsibility of all competitors to ensure they are aware of all information relating to the event.
- 6.3. We endeavour to make sure we provide you with an event that you have entered. Circumstances may be such that we are unable to deliver an event in the format that was expected / advertised. Never Second Sports Events have the right to change any event without prior notice. In such circumstances competitors will not be eligible for any refunds, whether full or partial, or any other financial recompense.

7. Prizes

- 7.1. The event organisers have the absolute discretion in the award of any prizes, prize money or third party prize or award.
- 7.2. No prizes will be forwarded to any prize winner post event.
- 7.3. Any uncollected prizes are forfeited and the prize will not be awarded.

8. Completion of Entry Form / Online Entry

- 8.1. If entrants do not complete all sections of the application, Never Second Sports Events will take the following actions:
 - 8.1.1. Entries missing estimated swim times for pool based triathlons will be put together at the start of the race.
 - 8.1.2. Entries missing age / date of birth will not be eligible for any age group prizes.
- 8.2. Once we have received an application, any subsequent change to individual affiliation status will not result in any refund.

9. Entrants Information / Photography

- 9.1. The entrant authorises the use of their name, voice and picture and any information provided on the event entry form to be used without payment in any broadcast, telecast, communication, promotion, or advertising. The entrant also agrees that the information provided may be used by the Event Organisers for the purpose of promoting future or other events or for the promotion of the event charity(ies), race sponsors products and services.

10. Special Offers

- 10.1. The organisers may run special offers or discounts that may run for a period of time.
- 10.2. The organisers have the right to withdraw any offer at any time for any reason.
- 10.3. No offers will be back dated or issued to competitors who may have already entered an event prior to a promotion.
- 10.4. These conditions are also applicable to any of our associates whether the offer is combined with Never Second Sports Events, or offered solely from our event partners.



11. Refusal of entry

- 11.1. Never Second Sports Events maintains the right to refuse or revoke entry to any entrant entirely at its discretion.

12. Force Majeure

'Force Majeure' means 'greater force' or an 'Act of God' including but not limited to fire, flood, earthquake, windstorm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; terrorism; law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; failure of the transportation of any personnel equipment, machinery supply or material required by Never Second Sports Events for the provision of services pursuant to this Agreement, breach of contract by any essential personnel or any other matter or cause beyond the control of Never Second Sports Events.

- 12.1. Never Second Sports Events will not be liable for the cancellation of or change to the format of the event or any costs or losses incurred by competitors resulting from these in the event of a force majeure.

These terms and conditions will be dealt with under the law of England and Wales.