

This page details our Terms & Conditions, as they relate to the following:-

Terms & Conditions of entry – view full details below

Terms & Conditions of website use – [click on this link to view details](#)

TERMS & CONDITIONS OF ENTRY To Swim Oxford Events

DEFINITIONS

Event is any event organised by Swim Oxford Ltd.

Fees relates to any event fees that are payable to participate in any of the events.

Organiser is Swim Oxford Ltd.

Agreement is the Terms and Conditions relevant at the time of entry.

1. ENTRY

1.1 By submitting your on line application and paying your Fee you are agreeing to enter the Event and also agree to abide by these Conditions of Entry and any instructions given to you by the organisers and officials of the Event. This also includes any entries made for you on your behalf by a third party.

1.2 You will be issued with a numbered event hat during registration. You will not be required to return this and may use it afterwards as you see fit. It is compulsory to wear this hat during the entire swim

1.3 To participate in the Event, you must adhere to the strict age rules that are detailed in the terms of entry for each event.

2. FEES

2.1 The Fees for entry into each Event are detailed on the relevant Event information page. Applications will be accepted up to the entry limit. Entries will be rejected after the publicised closing date of each event, or earlier should the entry limit be reached before this date.

2.2 Swim Oxford is not registered for VAT but should we reach the VAT threshold at this time all Fees will become inclusive of VAT.

2.3 If your entry is accepted the Fee is non refundable other than as otherwise stated in the Agreement.

3. EVENT SAFETY

3.1 At all times during the Event you must adhere to all instructions given by the Event officials.

3.2 Your participation in the Event is personal to you, you are strictly prohibited from swapping, selling or transferring your place in the Event or allowing any other person to wear your swim hat and participate in your place. If you are found to be in breach of this condition we reserve the right to exclude you from participation in this and future Events.

3.3 You are not permitted to use the following items in the Event:-

3.3.1 flippers;

3.3.2 hand paddles;

3.3.3 snorkels;

3.3.4 personal audio entertainment equipment (e.g. mp3 players); or

3.3.5 any other floatation device or swimming aid that could potentially inhibit the flow or safety of other participants or which we, in our reasonable opinion, deem may cause danger or risk of danger to you or other participants.

3.4 No fancy dress will be permitted that will inhibit the participants ability to swim safely or may cause danger or risk of danger to other participants.

3.5 You warrant to the Organisers that you are, and will be on the date of the Event, sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement, and have undertaken appropriate swim training to enable you to complete the distance of the Event that you have entered.

4. EVENT EJECTION

4.1 We reserve the right to refuse entry to the Event or ask you to cease participation if:

4.1.1 you fail to follow instructions given by Event officials;

4.1.2 you attempt to participate in the Event in a manner that we, acting reasonably, believe:-

(a) may cause injury to you;

(b) may cause injury to another participant;

(c) may damage or harm the environment;

(d) is likely to cause offence; or

(e) otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in Condition 3 above (Event Safety);

4.1.3 in our opinion you are unfit to participate in the Event due to:-

(a) the consumption of alcohol;

(b) the use of drugs;

(c) an injury or illness; or

4.1.4 you fail to arrive at the start check in at the specified time; or

4.1.5 you fail to agree to the form setting out the Liability Release and Assumption of Risk prior to the start of the Event; or

4.1.6 you are unable to make sufficient progress in the Event to allow you to complete the event in line with timelines set by Event officials in their absolute discretion and as identified by the last support craft.

5. CANCELLATION BY YOU

5.1 From the moment we begin to organise an event, we start to incur costs. Your entry fee is invested into the cost of staging the event – everything from barriers to toilets, from printing to safety pins, from race numbers to marketing. Organising any event requires a considerable amount of forward planning, risk and expense. Our withdrawal policy reflects this and is as follows.

Credits will be issued after the event and as follows:-

Notification dated 2 months (61 days) or more before the event = 50% credit

Notification dated 1 month (30 to 60 days) before event = 20% credit

Notification dated less than 1 month (29 days) before event = nil credit

Due to the nature of sports events we are unable to make exceptions for injuries or pregnancy.

This policy also relates to other swim activity or registration form bookings, such as the Lock to Lock bus.

5.2 Race entries are NOT transferable to any other person or any other Event. Any change to the data held on the computer system requires considerable time and cost in administration. Notify Swim Oxford Ltd in writing by email. Date of withdrawal is date of the email. Telephone messages are not acceptable. Send your email to: enquiries@swimoxford.co.uk Please give your full name and the event you are withdrawing from.

6. CANCELLATION BY THE ORGANISERS

Swim Oxford Ltd goes to great lengths to bring you innovative, ground-breaking and above all safe events. Swimming in The Thames, or any river and lake, means we are subject to additional weather risk and other conditions, that means we may have to re-schedule, re-format (ie: shorten the course) or cancel an event.

Event cancellation insurance is prohibitively expensive and would result in an across-the-board price rise

We bring you these events in utmost good faith and trust that you accept the sharing of this risk with us.

6.1 We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, force majeure or act of God, war, civil or political unrest, terrorism or inclement weather conditions, water quality or water temperature below 12 degrees

6.2 In such circumstance:-

6.2.1 we will endeavour to stage the event at a later date

6.2.2 you will have the right to take part in the re-staged Event. If you cannot make an alternative date, no other alternative or refund will be offered.

6.3 In the event of cancellation of the Event we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs, including your travel to the Event location.

6.4 If in the following circumstances:-

6.4.1 we cancel the Event if circumstances beyond our reasonable control arise, or

6.4.2 we cancel the Event in accordance with Condition 6.2.

Swim Oxford Ltd reserves the right not to refund your entry fee.

7. DATA PROTECTION

7.1 For the purposes of this Condition, personal information includes medical data collected for health and safety purposes (“Personal Information”).

7.2 You agree that your Personal Information can be stored, used by the Organisers and our Event partners in connection with the organisation, staging and administration of the Event.

7.3 Medical information will only be used to allow medical assistance to be given on the date of the Event.

7.4 You agree that your Personal Information may be anonymised and the anonymised data may be used by the Organisers and our Event partners in connection with the compilation of statistical information and to improve health and safety procedures at future events.

7.5 You agree that your name and contact details can be used by the Organisers and our Event partners for the purposes of:-

7.5.1 the promotion and marketing of the Event;

7.5.2 adding you to a mailing list to keep you informed about any future events and services which we believe you might be interested in, such as leisure activities relating to either similar types of events or activities;

7.5.3 promotional and marketing material in respect of similar events, other community based activities organised by our Event Partners, (together the “Marketing Information”). If you object to such, please see Condition 7.7.

7.6 We shall take all necessary steps to ensure that Personal Information or Marketing Information pertaining or relating to you which comes into the possession or control of the Organisers or our Event partners shall not be:-

7.6.1 used or reproduced in whole or in part in any form except for the purposes outlined in these Conditions;

7.6.2 disclosed to any person not authorised by you to receive it; or

7.6.3 altered, deleted, added to or otherwise interfered with (except where expressly permitted by these Conditions).

7.7 If you would not like the Organisers or our Event partners to use the Marketing Information or Personal Information other than for purposes related solely to your participation in the Event, please email the Organisers at enquiries@swimoxford.co.uk.

7.8 By agreeing to the terms and conditions you will receive a limited number of welfare emails which will include information to help prepare for the Event and latest updates on the Event itself.

8. TIMING AND RESULTS

Swim Oxford Ltd will use its best endeavours to provide an event finish time for the participant, however it cannot be held responsible for any computer result anomalies or any technical malfunctions.

9. USE OF IMAGES

9.1 The Event may be televised and photographs may be taken which capture your participation in the Event. You agree to the publication of photographs and broadcasts of your image which accurately depict your participation in the Event in the context of a report which relates solely to the Event as such.

9.2 Your photograph, image, name or voice may be used in any other specific broadcast, telecast, advertising, promotion or other medium without your consent.

9.3 Whilst we will make reasonable endeavours to capture a photograph of every event participant we do not offer a guarantee that images will be captured.

10. VISUALLY IMPAIRED / MEDICALLY ASSISTED SWIMMERS

Entries from visually impaired swimmers or medically assisted swimmers are welcome, however all such participants must be accompanied by another paying entrant. All such entrants must contact the Organisers prior to entering by email a entries@swimoxford.co.uk and we will be able to advise you on your participation.

11. MEDICAL ADVICE

11.1 It is strongly recommended that you train for the Event and prepare for the challenge. If you have not exercised before or for some time, you should consult your doctor before commencing your training for the Event.

11.2 If you have any known condition (such as diabetes, asthma, allergy to penicillin) you should inform the Organisers in writing before the Event at enquiries@swimoxford.co.uk.

11.3 There are risks of disease from swimming in United Kingdom inland waters, although risks of serious infection are minute. A swimmer may be susceptible to infection through immune suppression, particularly if he or she is not in good health at the time of swimming.

11.4 Whether you have a medical condition or not, if you feel unwell on the day of the Event then you are advised not to participate in the Event.

11.5 It is a condition of entry that you read our website regarding further information on Weil's Disease and Hypothermia.

12. ASSUMPTION OF RISK

12.1 By making an entry to the Event you agree to the Liability Release and Assumption of Risk prior to participating in the Event.

13. LIABILITY RELEASE

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

13.1.1 loss or damage;

13.1.2 pledges made on your behalf or by you to charity; or

13.1.3 consequential or indirect loss, regardless of whether the loss or damage:

(a) would arise in the ordinary course of events;

(b) is reasonably foreseeable; or

(c) is in the contemplation of the parties, or otherwise.

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

14. GENERAL

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

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

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

14.4 Nothing in the Agreement shall have the effect of holding the Partners out as being a partnership, joint venture, principal or agent of each other or of the Organisers.

15. DISTANCE AND COURSE ALTERATION

You are aware that the Organiser reserves the right to reduce the course distance, change the course, or make any other amendment to the Event that they deem necessary to stage the Event. Any change to the Event will be communicated to you at the event or sooner if practicable.

16. RESELLING OR TRANSFERRING

16.1 You agree that participation in the event is personal to you, and that you are strictly prohibited from swapping, selling or transferring your place in the event or allowing any other person to wear your swim hat and participate in your place. If found to be in breach of this the organiser reserves the right to exclude you from participation in this and future events.

16.2

UNDER NO CIRCUMSTANCES are applicants permitted to transfer their entry to another event, or another year.

17. CUT OFF TIMES

You understand that the Organiser may introduce cut off times as they see fit as part of the event rules, being limits on the time taken to complete sections of the event (as initiated by the Event Organiser at its discretion) to ensure the safe and proper running of the event. Subsequently, competitors may be instructed to withdraw from the race in accordance with imposed cut off times. The organiser's decision on this is final.

18. ONLINE ENTRY

By submitting an application online and paying a fee for entry into this event you understand and agree to abide by the terms and conditions, the instructions given by the Organiser and race officials.

You shall not be eligible or entitled to participate in the event until full payment of the entry fee has been received by the event Organiser. No payment shall be deemed to have been received until the event Organiser has received cleared funds.

19. RACE MEMENTOS

19.1 Race mementos or prizes given to competitors on the day of the race cannot be made available to anyone who fails to turn up or who has withdrawn from the event, or who has left the event before the items are distributed. Under these circumstances these prizes will be forfeited by the competitor.

7.2 No prizes will be forwarded to any prize winner post event, unless the competitor requests this by email and agrees to pay all costs/postage.

WAIVER AND ASSUMPTION OF RISK

Please read this element carefully before accepting these conditions as part of your entry, as this indicates that you are waiving certain legal rights.

If you have any questions consult the Event Organiser or a lawyer before proceeding with your online entry to clarify your understanding.

I hereby affirm that I have been thoroughly informed of the risk involved with any open water swimming activity.

I understand that open water swimming may involve inherent risks, including but not limited to marine life injuries, drowning or accidents. Treatment of an open water swimming incident or accident with these or other injuries may require immediate medical attention.

I understand that The Event is at a location that is remote, either by time, distance or both, from a hospital. I still choose to proceed with the event in spite of the increased risk to me because a hospital is not close by in the event that I am injured.

I specifically understand that I will stay within the course at all times, in the case of the Lock to Lock swimming events.

I understand and agree that neither the Organisers of this Event nor the sponsors of the event, nor any of their respective officers, agents, or volunteers (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to myself, my family heirs or assigns that may occur as a result of my participation in the event or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in the event, I hereby personally assume all risks in connection with it, for any harm, injury, or damage that may befall me while I am participating in the event, including all risks connected therewith, whether foreseen or unforeseen.

I agree to hold harmless the Released Parties from any claim or lawsuit by myself, my family, estate, heirs or assigns, arising out of my participation in the event, including any and all claims arising during my practicing and any arising during or after I complete the Event.

I understand that any swimming activities are physically strenuous and that I will be exerting myself during the event, I expressly assume the risk of any and all injuries, and I will not hold the Released Parties responsible if I am injured as a result of heart attack, panic, drowning or any other cause of injury or death not specifically stated herein.

I release and grant full and unencumbered rights to the Released Parties the use of my

filmed/digitised/videotaped/recorded image including any edited, revised or modified versions thereof, as well as my name, voice and/or likeness, for purposes of promotion, advertising, training materials and trade in any and all media anywhere in the world at any time without limitation.

I am aware of the prerequisite skill level and/or equivalent swimming experience necessary to participate in these Events, and I stipulate that I meet these requirements.

I understand that I am responsible for supplying my own equipment in proper working condition, regardless of where I obtained it or from whom.

I understand that all the terms herein are contractual, they are not a mere recital, and my entering on line is done of my own free act and in so doing, I waive my legal rights to sue.

I state that I am of lawful age and legally competent to make an online entry, or that I have the written consent of my parent or legal guardian to engage in the event under the conditions of this waiver as stipulated by their entering on my behalf.

It is my intention to exempt and release all of the Released Parties as defined herein, from all liability whatsoever for personal injury, property damage or wrongful death

however caused, including but not limited to the negligence of the Released Parties, whether passive or active.

By completing my online entry I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT.

At Registration, the Participant must produce appropriate photographic personal identification acceptable to the Event Organiser (such as driver's license or passport), and BTF members must produce their BTF membership card.