

Scottish National Schools Aquathlon Championships - Terms and Conditions

The following definitions shall apply within these Terms & Conditions;

"The Event Organiser" - Triathlon Scotland: The organisation organising and delivering the event.

"The Event" – Scottish National Schools Aquathlon Championships to be held on Thursday 24 April 2025: The event entered.

"The Institution" - The school(s) who wish to enter or have entered the Event via the provided entry form.

"The Participant" - The individual pupils of The Institution who have been entered into the event and will be taking part.

1. Conditions of Entry

By completing the designated entry process institutions and participants are agreeing to abide by the following terms and conditions. The contract is between the Event Organiser, the Institution and the Participant.

2. Completion of Entry process

It is the Institution's responsibility to provide accurate and truthful information when completing the entry process, any errors in data entered is the responsibility of the Institution.

If at any point the organiser discovers that the Institution or Participant has provided false or inaccurate personal information, or that the information provided means that the Participant is ineligible to participate in the Event the Event Organiser reserves the right to refuse entry or disqualify the Participant, without any refund of the entry fee or administration fee.

By entering this Event, it is deemed that any Participants under the age of eighteen have received full consent from their parents or guardians to take part.

3. Payment

Each Institution is required to pay the entry fee in full within 28 days of receipt of invoice. Once payment is received and entry is confirmed, the fee is non-refundable other than as set out in section 5 below.

4. Confirmation of Entry

Entry into the Event is confirmed by the Event Organiser via email to the email address provided by the Institution upon completion of the entry process.

5. Participant's Withdrawal - Policy & Refunds

If a Participant wishes to withdraw from the Event, the Institution must inform the Event Organiser in writing by email to scottishschools@triathlonscotland.org. The email subject title must be "WITHDRAWAL". No other method of withdrawal is accepted by the Event Organiser. Providing the withdrawal notice is provided within the applicable time limits, the Event Organiser will confirm the withdrawal by email to the Institution within 5 working days. If no response to the withdrawal request is received the Institution should call the Event Organiser on 07515165760.

Withdrawing from the Event is irrevocable; if notice of withdrawal is given under this section then the Event Organiser will remove the Participant's name from its start lists and other official documentation, whether or not the entry fee has been refunded in full, in part or not at all.

Full refunds will be issued to the Institution up to the event closing date (28 March 2025). Beyond this, a 50% refund will be given up to 14 days before the Event. No refunds will be issued less than 14 days before the Event.

6. Transfer & Swapping of Entries

Institutions and Participants are not allowed to transfer or swap their entry(s) to another person under any circumstances. Entries cannot be deferred to future editions of the Event. Transferring or swapping of entries risks that the Event Organiser's Event insurance will be voided or subject to limitations and conditions or limitations not anticipated by the Event Organiser. In this and in other ways attempting to swap entries creates additional risks for the Event and for the other Participants. Any participants and other involved individuals who are found to have swapped their entries will be banned from participating in all future events promoted by the Event Organiser, and referred to the relevant Home Nation Association who may choose to implement further disciplinary action.

7. Race information

The race information will be published on the Event website and communicated to all Team Managers prior to the event via email to the email address provided by the Institution upon completion of the entry process. It is the Team Manager's responsibility to read, understand and abide by the race information. The Event Organiser reserves the right to alter the race information at any time without notice.

8. Registration

Details of the registration process are contained within the race information. It is the responsibility of the Institution and Participants to attend registration during the published times. Race packs will not be posted out, and can only be collected during the published times. If an Institution or Participant does not register for the Event they will not be entitled to compete.

9. Photography

The Event Organiser has the right to use images, photographs and footage taken by their contracted photographers and employees at the Event. These images will be used for the purposes of promoting, reporting and broadcasting the Event, and any other promotion related to the business activities of the Organiser.

It is the responsibility of the Event Organiser to follow the best practice for photography and videography. This best practice guide can be found in the [British Triathlon and the Home Nations Safeguarding Standards and Best Practice](#) document.

10. Competition Rules

The Event is run in accordance with British Triathlon Competition Rules, which can be viewed at <https://www.britishtriathlon.org/competitionrules> except where stated i.e. elite races.

It is the Participant's responsibility to know and abide by the rules, and to ensure their equipment and its use complies with the rules.

11. Event Changes

The Event Organiser reserves the right to change or amend any details relating to the Event

at its sole discretion due to circumstances beyond its reasonable control, including by way of changing distances or disciplines. This includes the right to alter start times etc.

12. Event Cancellation

If the Event is cancelled for reasons beyond the Event Organisers control, including without limitation fire, storm, act of terrorism, "act of god", serious medical incident, then the Event Organiser's liability will be limited to a full refund of the entry fees paid. The Institution and Participant(s) will not be entitled to any refund or compensation for any further losses.

13. Liability

Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Event Organiser from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Event Organiser to any person (including the Participant and/or any of the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Event or any part thereof (except where any such injury or death is caused by the negligence of the Event Organiser or any of its employees) and the Event Organiser's liability to the Participant is excluded to the fullest extent permissible by law.

Other than as stated below, the Event Organiser shall not be liable for any loss, damage or expense arising from an event of Force Majeure. The Event Organiser, its staff, agents or contractors shall not be liable for indirect or consequential loss or damage.

The Event Organiser will not be liable for any computer result errors or any technical malfunctions.

Whilst the Event Organiser takes every care with staging the event, the Participant acknowledges that personal accident and personal items insurance is his/her sole responsibility. The Event Organiser shall not be liable to the Participant for any loss or damage of or to personal equipment belonging to the Participant, or any indirect or consequential loss or damage whatsoever arising out of the Participant taking part in the Event; or for any loss of business; revenue or profit; loss of reputation; anticipated savings or wasted expenditure; pledges made on your behalf or by you to charity.

The Event Organiser will not be liable for any actions of any spectators or other third parties.

14. Medical Conditions & Information

All Institutions are required to bring emergency contact details for Participants with them to the event, and to disclose any known medical conditions to the Event Organiser. The Event Organiser reserves the right to refuse entry and not to provide a refund, if a Participant fails to provide this information or the information provided is known to be false.

It is the Participant's responsibility to ensure they have the right level of physical ability to complete the Event. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, before you enter you should seek advice from a relevant medical professional and follow that advice. Please see our Health Commitment Statement for more advice (below).

16. Privacy Notice - Collection and Use of Your Personal Data

Personal information will be used for administrative purposes to complete Participants entry into the Event and for contacting the Institution and / or Team Manager in relation to the Event.

Personal information will not be used for any other reason and will not be shared with any

other organisations unless we are legally required to do so, it is legal to do so or we have stated as such.

You may contact us if you wish us to stop using personal information for any of the above purposes. Further details on how we use personal information can be found within our Privacy Notice as listed on the Event website.

Health commitment statement

Participants health is their own and / or a parents / guardians responsibility. The Event Organiser is dedicated to helping the Participant take every opportunity to enjoy participation in the Event safely. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to Participants

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 the 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 we will consider what adjustments, if any, are reasonable for us to make to enable you to participate.

Participants 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 the 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 Event Organiser, to determine whether he or she is fit enough to participate in the Event. 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 the Events. Our staff are not qualified Doctors, but there will be first aid provision in attendance at the 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 Event Organiser and the Participant can reasonably expect from each other in regards to the health of the participant.