

## Terms and Conditions of Event Participation

This policy is only relevant for events organised by **scottishathletics**. For **scottishathletics** Licenced events, the Event Organiser should be contacted for full terms and conditions.

### Definitions:

**“Organiser”** and **“scottishathletics”** means Scottish Athletics Limited, Caledonia House, South Gyle, Edinburgh, EH12 9DQ.

**“Participant”** and **“You”** means an individual or team participating in the Event OR the parent or guardian of a minor (under 16 years old) participating in the Event.

**“Event”** – any event organised by Scottish Athletics Limited, either on its own or in association with a third party(ies).

**“Agreement”** – the agreement between the Participant and **scottishathletics** comprising the Terms and Conditions of Event Participation-

**“Entry Fee”** – the fee payable by the Participant to **scottishathletics** in consideration of your participation in the Event.

### 1. GENERAL RULES FOR PARTICIPANTS

(1) **Agreement** You accept and agree to abide by these Terms and Conditions of Event Participation as well as to adhere to any instructions given to you by **scottishathletics** and any of its officials before and on the day of the Event. You acknowledge to take every reasonable precaution to avoid risk to yourself and others, and to prepare yourself for the conditions of the day accordingly. The Participant understands that failure to comply with the terms and conditions listed here may, at the sole discretion of the Organiser, result in your disqualification from the Event.

(2) **Compliance with Law** It is the sole responsibility of the Participant to comply at all times during the Event with all applicable laws, including where applicable, but not limited to road traffic laws and laws relating to the possession or use of alcohol, drugs or other prohibited substances.

(3) **Event rules** The Participant agrees to adhere to the UKA and World Athletics rules of competition, whichever may be in use at the Event. It is the responsibility of the Participant to determine which rules are in force for each Event. Ignorance of these rules and regulations shall be regarded as no excuse and failure to comply with these rules and regulations may lead to disqualification from the Event. The decision of the National Technical Delegate, Meeting Manager, Race Director, or Referee (as appropriate) is final in all cases.

Please at all times show respect for the environment, landowners, local communities and other recreational users.

(4) **Clothing** The participant should dress appropriately for the type of Event and for the conditions, and it is in the Participant’s sole responsibility to select and wear appropriate clothing, footwear and other garments. **scottishathletics** will accept no liability whatsoever for any Participant who suffers injury or loss as a result of the wearing of inappropriate clothing or footwear.

(5) **Event Numbers** You agree that if issued with a race number by **scottishathletics** you must display this and keep it clearly visible at all times during the Event. The Event number must not be altered or defaced in any way before or during the course of the Event. You must adhere to UKA/World Athletics (as appropriate) rules in regards to clothing and personal sponsors and branding.

(6) **Parking** Participants agree to follow the instructions of the Event parking staff both in terms of parking fee payments and parking space allocation. The Participant accepts that leaving a vehicle in an unauthorised position may lead to clamping or removal of the vehicle with all related costs to be paid by the Participant.

(7) **Equipment** **scottishathletics** accepts no responsibility for loss, theft, or damage to any property owned by or under the control of the Participant.

(8) **Event Equipment** Where equipment is provided to the Participant by the Organiser, all reasonable care is expected to be exercised by the Participant in relation to this equipment. If it can be seen that the Participant wilfully or maliciously damages equipment or where negligence has been shown in the care of such equipment, the Participant hereby accepts that the Organiser has the right to charge the Participant for the cost of replacing the equipment.

Where provided, all Participants are responsible for wearing their timing equipment in the correct manner, as well as ensuring race numbers and timing equipment are worn throughout the duration of the event.

(9) **Medical** It is the athletes responsibility to ensure they are medically fit to compete, have no medical issues or disability that would endanger themselves or others by taking part and will not compete unless fit to do so on the day.

## 2. CANCELLATION BY YOU

(1) **Pre-Event Cancellation:** If for any reason you are unable to take part in the Event, you may cancel your entry subject to the procedures outlined in clause 4. below.

(2) **Automatic Unilateral Event Day Cancellation:** If you fail to attend on the day of the Event, you are deemed to have unilaterally cancelled your Event participation.

## 3. CANCELLATION BY THE ORGANISER

(1) **scottishathletics** may cancel its contract with You if circumstances beyond its control force **scottishathletics** to cancel the Event as a result of (without limitation) predicted severe weather conditions, flooding, landslides, political unrest, terrorism or war.

(2) **scottishathletics** may cancel its contract with You in circumstances where insufficient participation numbers make the Event economically unviable. The Participant is not entitled to claim any cost, expenses or loss (including in particular economic and/or consequential loss) under such circumstances provided **scottishathletics** has given reasonable notice of the Event cancellation.

(3) If the Event is cancelled by **scottishathletics** in the circumstances set out in clause 3.(1) and clause 3.(2) above refunds and/or transfers of your Entry fee will be made according to the refund, deferment and transfer policy set out in clause 4. below.

## 4. REFUNDS, DEFERMENTS AND TRANSFERS

(1) The provisions of this clause 4. shall apply in addition to the provisions of clause 3. above.

(2) **scottishathletics** will not refund all or any proportion of the Entry fee if the Participant is unable to attend the Event or once the Participant has participated in the Event. This policy is non-discriminatory and, so as to provide fairness and clarity to all participants, cannot take account of any individual circumstances.

(3) If You are unable to participate in the Event for whatever reason, including but not limited to injury, illness, travel issues, weather, event cancellation, event venue change, event date change on reasonable notice (either as a result of force majeure or otherwise whatsoever), **scottishathletics** will not be liable for any costs whatsoever incurred by you relating to travel, accommodation or other ancillary costs. See also clauses 4(5) and 4(6) below.

(4) If **scottishathletics** cancels its contract with You under clause 3.(2) above, a refund or transfer of the Entry Fee to another **scottishathletics** competition opportunity shall be offered.

(5) **Event Relocation:** No refunds will be given if a Participant is unable to attend an Event which is relocated within an area of 50 miles radius of the original Event location. For the avoidance of doubt, an announcement on the Organiser's website or Facebook page shall be sufficient notice.

(6) **Event Date Change:** No refunds will be given if a Participant is unable to attend an Event which is re-scheduled to a date within nine months after the original Event date. For the avoidance of doubt, an announcement on the Organiser's web or Facebook site shall be sufficient notice and the Participant is advised to check the same in regular intervals.

(7) **scottishathletics'** refund policy is subject to change at the discretion of the Organiser and any such changes are published either within these terms and conditions of event participation and/or on the Organiser's website.

(8) The terms and conditions of this refund policy do not affect the Participant's statutory rights as a consumer. Please contact the **scottishathletics** Events Team for any questions on **scottishathletics'** refund policy.

**The Organiser's correspondence address is:**

**Scottish Athletics Limited, Caledonia House, South Gyle, Edinburgh, EH12 9DQ.**

**Email: [events@scottishathletics.org.uk](mailto:events@scottishathletics.org.uk)**

**Telephone: +44 (0) 131 476 7335.**