

2024 TCS Mini London Marathon

Terms and Conditions

Please read these terms and conditions (the “**Terms and Conditions**”) before registering for, and submitting entries to, the 2024 TCS Mini London Marathon.

1. INTRODUCTION AND SCOPE

- 1.1 Capitalised but as yet undefined terms used in this clause 1 shall have the meaning given to them in clause 2.
- 1.2 Any school that has registered for and submitted entries to the Event, as well as any person who takes part in the same, shall be deemed to have accepted and agreed to comply with these Terms and Conditions and the Applicable Laws.
- 1.3 Your attention is particularly drawn to clause 9 (Cancellation by LMEL), clause 10.3 (consent to medical care and assistance), clause 10.6 (consent to filming and photography), clause 10.7 (consent to use of filmed and photographed content), clause 10.8 (LMEL’s exclusive rights in the Event) and clause 12 (Liability).

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 In these Terms and Conditions, the following definitions shall apply:
 - 2.1.1 “**Accompanying Adult**”: a person over the age of 18, who is not otherwise a Student and who accompanies Young Children in participating in the Event;
 - 2.1.2 “**Agreement**”: the agreement between You and LMEL governed by these Terms and Conditions;
 - 2.1.3 “**Applicable Laws**”: all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of COVID-19, of any governmental authority that apply to You, the Participants or the subject matter of these Terms and Conditions;
 - 2.1.4 “**Event**”: the 2024 TCS Mini London Marathon, organised by LMEL – details of which are set out in clause 3;
 - 2.1.5 “**Force Majeure Event**”: any circumstance not within LMEL’s reasonable control including: (a) acts of God, abnormally inclement weather, flood, drought, lightning, storm, earthquake or other natural disaster; (b) epidemic, pandemic or infectious disease; (c) terrorist attack, civil war, civil commotion or riots, crowd disorder, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government, public authority, court, competent national authority or governing body, including cancelling a public event, imposing capacity restrictions on a public event, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, subsidence, structural damage, fire, explosion or accident; (g) death of a member of the Royal family; and (h) any labour or trade dispute, strikes, industrial action or lockouts;

- 2.1.6 “**LMEL**”: London Marathon Events Limited, incorporated and registered in England and Wales with company number 01528489 whose registered office is at 190 Great Dover Street, London SE1 4YB;
 - 2.1.7 “**Parent/Guardian**”: the parent or legal guardian of a Student, who is authorising the Student’s entry and participation in the Event;
 - 2.1.8 “**Participants**”: Students and/or any Accompanying Adults;
 - 2.1.9 “**Privacy Policy**”: LMEL’s privacy policy which can be found [here](#);
 - 2.1.10 “**School**”: any school in the United Kingdom, Channel Islands or the Isle of Man, which meets the definition under section 4 of the Education Act 1996 (as amended from time to time) or in other similar or equivalent legislation;
 - 2.1.11 “**Student**”: a student at a School, who is under the age of 18, and participating in the Event;
 - 2.1.12 “**You**”, “**Your**” or “**Yourself**”: an authorised representative of a School; and
 - 2.1.13 “**Young Child**”: a Student, who is aged 11 or under.
- 2.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.4 Any obligation on a person not to do something includes an obligation not to allow that thing to be done.
- 2.5 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 2.6 References to clauses are to the clauses of these Terms and Conditions.
- 2.7 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
3. **ABOUT THE EVENT**
- 3.1 The Event is comprised of two races (each, a “**Race**”), which the Students shall choose between, being:
- 3.1.1 the 1-mile race, which is open to children aged 4-12 (who are in the following School year groups: Reception to Year 7) on the Event date; and
 - 3.1.2 the 2.6-kilometre race, which is open to children under the age of 18 (who are in the following School year groups: Year 4 to Year 12) on the Event date.
- 3.2 Young Children from ages 3 to 7 (who are in the following School year groups: Reception to Year 2) must be accompanied by an Accompanying Adult when competing in a Race. For the avoidance of doubt, the maximum ratio of Accompanying Adult to Young Children in any Race is 1:8.

3.3 Participants with physical disabilities may enter the Event using either a standard, sports or racing wheelchair, which is self-propelled and without gears or any mechanical, powered or electronic aid or device. Helmet and gloves must also be worn.

3.4 There is no fee payable to enter the Event.

4. **EVENT ENTRY**

4.1 By registering for, and submitting the entries for, the Event, You accept, acknowledge and agree, to these Terms and Conditions (including the declaration form at the end of these Terms and Conditions (the “**Declaration Form**”)), and in particular:

4.1.1 LMEL requires parental consent before any Student is permitted to participate in the Event. The signing of the Declaration Form therefore acts as confirmation that You have, amongst other things, obtained such consent from the Parents/Guardians;

4.1.2 Any information You will provide will be true, accurate and complete, to the best of Your knowledge and belief;

4.1.3 You will abide by, and use Your best endeavours to ensure that the Participants abide by, this Agreement, all Applicable Laws and any reasonable rules or conditions that LMEL may issue from time to time (including but not limited to, testing, social distancing and/or the use of monitoring or tracking devices or software for the purpose of addressing COVID-19);

4.1.4 You will provide information about the Event (including any Event guide supplied by LMEL) to the Parents/Guardians and any Accompanying Adults;

4.1.5 The number of entries for the Event cannot be changed following registration and submission of such entries; and

4.1.6 You are responsible for the Students’ welfare, including without limitation, the collection and repatriation of the Students to their Parents/Guardians.

5. **EVENT SAFETY**

5.1 At all times during the Event, You must adhere to all reasonable instructions given by LMEL, its staff and marshals and the staff of any venue used in connection with the Event, and ensure that each Participant adheres to the same.

5.2 The Participants are not permitted to use the following items in the Event:

5.2.1 subject to clause 3.3, any artificial aid or wheeled device;

5.2.2 any pets or animals; or

5.2.3 any other item that could potentially inhibit the flow or safety of other Participants or which LMEL, in its reasonable opinion, deems may cause danger or risk of danger to the Participants or spectators.

6. **EVENT EJECTION**

6.1 LMEL reserves the right to refuse entry to the Event or to ask any Participant to cease participation if:-

- 6.1.1 they fail to follow instructions given by Event officials;
- 6.1.2 they attempt to participate in the Event in a manner that LMEL, acting reasonably, believes:
 - (a) may cause injury to themselves or other Participants;
 - (b) may damage or harm the environment;
 - (c) is likely to cause offence; or
 - (d) otherwise causes a risk or potential risk to health and safety;
- 6.1.3 in LMEL's opinion, they are unfit to participate in the Event for reasons including but without limitation to the following:
 - (a) an injury or illness;
 - (b) failure to arrive at the start location at the specified time; or
 - (c) inability to make sufficient progress in the Event to allow them to complete the Event in line with timelines set by Event officials.
- 6.2 If, in accordance with clause 6.1, a Participant is refused entry to the Event or LMEL asks them to cease participation in the Event, they must remove their runner's identification number and electronic chip and return them to an Event official as soon as possible.
- 6.3 It is strictly forbidden at the Event to express or disseminate any insulting, racist, xenophobic, sexist, religious, political or other illegal/prohibited messages, particularly discriminatory propaganda messages, or otherwise be in possession of any such material.
- 7. **GIFT TO SCHOOLS**
- 7.1 Schools in the UK that have registered for the Event ("**UK Schools**") are eligible to receive from LMEL £10 for every one of their Students who finish a Race – the total amount of which (the "**Gift**") shall be spent on physical education and/or information technology equipment for the relevant UK School.
- 7.2 LMEL will match every Student that finishes a Race with the relevant UK School.
- 7.3 Subject to clause 7.4, each eligible UK School will receive their Gift within ninety (90) days of the conclusion of the Event.
- 7.4 UK Schools that wish to receive the Gift are required to provide their bank details upon their registration for the Event.
- 7.5 For the purpose of this clause 7, a Student "finishes a Race" when they cross the finishing line.
- 8. **CANCELLATION BY YOU**

You should inform LMEL immediately, and in any manner prescribed by LMEL from time to time, if any Participant needs to withdraw for any reason.
- 9. **CANCELLATION BY LMEL**

- 9.1 LMEL is under no obligation to hold the Event and may cancel the Event for any reason.
- 9.2 LMEL and the Event officials reserve the right to make alterations to the time, date and location of the Event due to any Force Majeure Event which has a major impact on the Event taking place.
- 9.3 LMEL may cancel, abandon or postpone the Event due to any Force Majeure Event. In such circumstances:
- 9.3.1 LMEL will, if practicable, provide written notice of such cancellation, abandonment or postponement to the address it holds for You. In the event that written notice is not practicable due to the timescales involved, LMEL will use reasonable endeavours to provide other suitable methods of notice, including e-mail, mobile phone, text message, television and radio broadcasts; and
- 9.3.2 LMEL will have no responsibility for any losses, expenses or costs incurred as a result of cancellation, including any travel or accommodation costs.

10. **PRIVACY, DATA PROTECTION, MEDICAL CONSENT, PHOTOGRAPHY AND OTHER RECORDINGS**

- 10.1 Please read the Privacy Policy carefully to understand how LMEL and its group companies process personal data.
- 10.2 With respect to the processing of personal data, You acknowledge and agree, and will procure acknowledgement and agreement from the Participants or their Parent/Guardian (as the case may be), to the following:
- 10.2.1 Your personal information and each Participant's personal information (including medical information entered on each Participant's race number or collected by Event medical staff during or after the Event) may be stored, used and disclosed by LMEL in connection with the organisation and administration of the Event and for the compilation of statistical information; and
- 10.2.2 LMEL may publish each Participant's personal information as part of the results of the Event and may pass such information onto the relevant governing body (national or international) or any affiliated organisation for the purpose of insurance, permits or for publishing results either for the Event alone or combined with or compared to other events. Personal information here may include (but not be limited to) name, race times and age category.
- 10.3 In relation to medical matters, You acknowledge and agree, and will procure acknowledgement and agreement from the Participants or their Parent/Guardian (as the case may be), to the following:
- 10.3.1 If a Participant becomes ill during or after the Event and/or receives medical attention or treatment either from Event medical staff, St John Ambulance or any doctor or hospital, authorisation is hereby given to such persons to provide details (including details of medical treatment) to the Medical Director of the Event or others authorised by LMEL to deal with the medical matters of the Event; and

- 10.3.2 Consent is hereby given to medical assistance and/or medical care being provided to Participants in the case of illness, injury or an emergency situation, should this occur during the Event, with such assistance to be given by LMEL, its employees, contractors or other trained personnel authorised by LMEL to deal with the medical matters of the Event (which may involve the use of anaesthetics).
- 10.4 Each Participant is required to wear a race bib during the Race in which they have entered, which has a radio-frequency identification tag to track the Participant's geographic location. You will procure from Participants or their Parent/Guardian (as the case may be) consent to the collection and processing of their geolocation information during the Race in accordance with the Privacy Policy, and acknowledgement that the Participant's bib number and geolocation information during the Race may be published (such as on any LMEL mobile application) and tied to other Participant data, including but not limited to name, Race results and photographs.
- 10.5 For the avoidance of doubt, LMEL may use any information provided by You, the Participants and/or their Parents/Guardians for purposes, including but not limited to the following:
- 10.5.1 the enforcement of LMEL's legal rights;
 - 10.5.2 to send You health and safety and other relevant Event information;
 - 10.5.3 to comply with LMEL's statutory and regulatory obligations; and
 - 10.5.4 for the reasons detailed in clause 10.3, clause 10.4, clause 10.6 and clause 10.7.
- 10.6 You and the Participants or their Parent/Guardian (as the case may be) understand and acknowledge the fact that various filming, photography and broadcasting will take place during the Event. You and the Participants or their Parent/Guardian (as the case may be) consent to You and the Participants (as the case may be) being photographed, filmed or taped by LMEL and/or any third parties appointed by LMEL, and for certain personal data to be published to facilitate any sale and purchase of Event photographs (including but not limited to visual image, full name, Race bib number and/or a combination of the aforementioned); and You and the Participants or their Parent/Guardian (as the case may be) grant permission to LMEL, its licensees and those authorised by it, in perpetuity or for the maximum term permitted under the Applicable Laws, to use, broadcast, publish, license or otherwise exploit, without any requirement for payment of money or other form of consideration, such photographs, films and recordings (including any copies) and the voice, image and likeness contained therein, by means of live or recorded video and/or audio display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.
- 10.7 You accept and acknowledge, and will procure acceptance and acknowledgment from the Participants or their Parent/Guardian (as the case may be), that it is in LMEL's legitimate interests to use, publish and exploit the content detailed in clause 10.6 in such manner (including any personal data contained therein or connected thereto) as it requires the ability to:

- 10.7.1 publish, display, sell and distribute the Event by means of film, television, radio, print media, internet, publicity material or any other media now known or in the future; and
- 10.7.2 use the content for its safety and security, promotional, training, editorial or marketing purposes, as determined in LMEL's sole discretion (including use by commercial partners and accredited media organisations).

Alternatively, where required under Applicable Laws, consent is hereby given by Yourself and the Participants or their Parent/Guardian (as the case may be) to such use.

- 10.8 LMEL exclusively owns and controls all commercial and intellectual property rights in the Event. You acknowledge that any filming and photography at the Event is strictly subject to express permission from LMEL. Notwithstanding the foregoing, any material captured at the Event:

- 10.8.1 is for personal and private or any other non-commercial use only; and
- 10.8.2 shall not be converted into any other durable medium (such as DVDs) for distribution purposes.

11. **CHANGE TO THE EVENT**

- 11.1 LMEL reserves the right to change the Event course, or make any other amendment to the Event that LMEL deems necessary to stage the Event. Any material change to the Event will be communicated to You at the Event, or sooner if practicable.
- 11.2 Should the Event course distance be changed or reduced in accordance with clause 11.1, You agree that the Event is still deemed to be staged and that LMEL will not be liable to You for any compensation.

12. **LIABILITY**

- 12.1 LMEL shall not be liable for any loss (including indirect or consequential loss), damage or expense caused by a Force Majeure Event.
- 12.2 To the extent permitted by law, neither LMEL nor its sponsors or suppliers will be liable for any loss, harm, damage, illness or injury however so caused (directly or indirectly), arising out of or in connection with or, suffered during or as a result of, the participation in the Event, provided always that nothing shall exclude liability for death or personal injury caused directly by the negligence of LMEL or its employees, or for any other matter for which it is not possible to exclude or limit liability by Applicable Laws.
- 12.3 You accept and acknowledge, and shall procure such acceptance and acknowledgment from the Participants or their Parent/Guardian (as the case may be), that while any COVID-19 protocols introduced by LMEL from time to time are designed to reduce the risk of transmission of COVID-19, it is not possible to eliminate that risk entirely.

13. **SEVERABILITY AND AMENDMENT**

- 13.1 LMEL reserves the right to amend these Terms and Conditions if necessary, to ensure proper and safe staging of the Event. LMEL will notify You of any material changes via an email sent to the address indicated by You upon registration for the Event and

You will have the choice to consent to such material changes or to withdraw Your submission of entries to the Event or withdraw from the Agreement.

13.2 Should any provisions of these Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of these Terms and Conditions shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.

14. **GENERAL**

14.1 The Agreement constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to the Agreement which is not already set out in the Agreement.

14.2 Any person not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

14.3 The Agreement is governed by the laws of England and Wales. The parties agree that the courts of London, England have exclusive jurisdiction to settle any dispute arising under or in connection with the Agreement.

DECLARATION

I, the undersigned, declare the following for and on behalf of the School:

1. I have read, understood and agree to these Terms and Conditions and in particular, how:
 - 1.1 LMEL will be using all personal data provided as part of the Event registration and participation process;
 - 1.2 filming and photography will take place at the Event, and how such filming and photography may be subsequently used by LMEL; and
 - 1.3 medical assistance and/or medical care may be provided in the case of illness, injury or an emergency situation during the Event;
2. I have been duly authorised by all of the Participants or their Parent/Guardian (as the case may be), on whose behalf I am submitting entries to the Event, to disclose all personal data to LMEL for the purposes of participation in the Event;
3. All personal data I provide will be true, accurate, up-to-date and complete, to the best of my knowledge and belief;
4. A copy of these Terms and Conditions has been made available to all Participants or their Parent/Guardian (as the case may be);
5. The following have been obtained from the Participants or their Parent/Guardian (as the case may be):
 - 5.1 written agreement to these Terms and Conditions;
 - 5.2 acknowledgement of, and written consent to, the collection, processing and publication of the Participant's location information at the Event in accordance with the Terms and Conditions and Privacy Policy;
 - 5.3 written consent/permission to the following in accordance with the Terms and Conditions:
 - 5.3.1 their participation or the relevant Student's participation in the Event, evidence of which will be provided to LMEL on request;
 - 5.3.2 the filming and photography of the relevant Participant at the Event, and the publication of certain of their personal data to facilitate the sale and purchase of Event photographs; and
 - 5.3.3 their receipt or the relevant Student's receipt of medical care or assistance at the Event in the case of illness, injury or an emergency situation;
6. It has been confirmed with the Participants or their Parent/Guardian (as the case may be) that the Participant in question is sufficiently fit and healthy to participate in the Event, and they acknowledge and agree to the following:
 - 6.1 running is an endurance sport;
 - 6.2 the Participant in question would only undertake such an activity to a level which reflects their level of fitness; and

- 6.3 the Participant in question or their Parent/Guardian (as the case may be) is responsible for monitoring their own or the relevant Student's physical condition prior to and during the Event;
- 7. Confirmation has been received from the Accompanying Adults that they are 18 years of age or over;
- 8. With regard to the Gift:
 - 8.1 I will provide LMEL with the bank details of the School for the purpose of receiving the Gift; and
 - 8.2 I will ensure that the Gift will only be spent on physical education and/or information technology equipment for the School (as mentioned in clause 7.1 of the Terms and Conditions);
- 9. all Applicable Laws relating to the collection, storage and transfer of any personal data to LMEL, will be complied with at all times.

In signing this Declaration Form, I accept and acknowledge for and on behalf of the School, and confirm that acceptance and acknowledgement have been procured from the Participants or their Parent/Guardian (as the case may be), that participation in the Event is governed by these Terms and Conditions.

I also confirm, for and on behalf of the School, that I am authorised by each Participant or their Parent/Guardian (as the case may be) to give the declaration stated above.

FULL NAME: _____

SIGNATURE: _____

SCHOOL NAME: _____

POSITION IN SCHOOL: _____

DATE: _____