

2025 TCS Mini London Marathon championships

Terms and Conditions

Please read these terms and conditions (the “**Terms and Conditions**”) before submitting Your Team to enter the 2025 TCS Mini London Marathon championships.

1. INTRODUCTION AND SCOPE

- 1.1 Capitalised but undefined terms used in this clause 1 shall have the meaning given to them in clause 2.
- 1.2 The following Terms and Conditions set out the general conditions for application to, and participation in, the Event.
- 1.3 Any person who takes part in, or competes in the Event, shall be deemed to have accepted and agreed to comply with these Terms and Conditions and the Applicable Laws (as defined in clause 2.1(b)).
- 1.4 **Your attention is particularly drawn to clauses 4.1(1.g) (transferability of entry), 8 (Cancellation by LMEL), 9.2 (consent to medical care and assistance), 9.3 (consent to filming and photography), 9.4 (consent to use of filmed and photographed content), 9.5 (LMEL’s exclusive rights in the Event) and 11 (Liability).**

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 In these Terms and Conditions, the following definitions shall apply:
 - a. “**Agreement**”: the agreement between You and LMEL governed by these Terms and Conditions;
 - b. “**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, or the subject matter of these Terms and Conditions;
 - c. “**Championship Hotel**”: the hotel located in London, selected by LMEL, where Region/Home Nation Teams stay overnight prior to the Event;
 - d. “**Event**”: the 2025 TCS Mini London Marathon championships, organised by LMEL, with a race distance of 2.6K;
 - e. “**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 British royal family; (h) non-performance by suppliers or subcontractors to LMEL; (i) athlete boycott; (j) interruption or failure of utility service; and (k) any labour or trade dispute, strikes, industrial action or lockouts;
 - f. “**Home Nation**”: any of the constituent countries of the United Kingdom (excluding England), being Scotland, Wales and Northern Ireland;

- g. **“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;
 - h. **“London District”**: any of the 32 London boroughs (being Barking and Dagenham, Barnet, Bexley, Brent, Bromley, Camden, City of Westminster, Croydon, Ealing, Enfield, Greenwich, Hackney, Hammersmith & Fulham, Haringey, Harrow, Havering, Hillingdon, Hounslow, Islington, Kensington & Chelsea, Kingston upon Thames, Lambeth, Lewisham, Merton, Newham, Redbridge, Richmond upon Thames, Southwark, Sutton, Tower Hamlets, Waltham Forest and Wandsworth), or the City of London;
 - i. **“Parent/Guardian”**: the parent or legal guardian of a Participant, who will be authorising the Participant’s entry and participation in the Event;
 - j. **“Participant”**: any eligible person taking part in the Event, as part of any Team;
 - k. **“Privacy Policy”**: LMEL’s privacy policy which can be found [here](#);
 - l. **“Region”**: any of the official geographical regions in England (excluding London), being the East of England, East Midlands, North East, North West, South East, South West, West Midlands and Yorkshire & the Humber;
 - m. **“Region/Home Nation Team”**: any Team representing either a Region or Home Nation;
 - n. **“Rules”**: the rules of UK Athletics, World Para Athletics and any other relevant athletics governing body, as applicable – in each case, as amended or replaced from time to time;
 - o. **“Team”**: any team selected by You in accordance with clause 3.4, to represent a London District, Region or Home Nation (as the case may be) at the Event; and
 - p. **“You”, “Your” or “Yourself”**: a team manager responsible for any Team.
- 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.
- 2.8 If there is any conflict between the Rules and the Agreement, the Agreement shall apply to the extent of the conflict.

3. ABOUT THE EVENT

- 3.1 The Participants may participate in the Event according to the appropriate entry category:

- a. "Standard Entry";
 - b. "Wheelchair Entry"; or
 - c. "Ambulant Entry",
- (each, an "**Entry Category**").

3.2 Participants taking part in the following Entry Categories shall meet the following requirements:

- a. Wheelchair Entry:
 - i. They have a physical disability or impairment that affects their lower limbs;
 - ii. They must use a standard wheelchair, racing chair or sports chair without gears or any mechanical, powered or electronic aid or device to compete in the Event, and be able to self-propel around the Event course; and
 - iii. They must be able to finish the race distance in 35 minutes.
- b. Ambulant Entry:
 - i. They have a physical disability (such as cerebral palsy, amputee or other physical restrictions in the lower limbs), or a visual or other sensory impairment.

3.3 Pursuant to the Rules as at the date of publication of these Terms and Conditions, under each Entry Category, there are different age groups, which are as follows:

- a. *Standard Entry*:
 - i. Under 13 boys and girls: for Participants who are:
 - A. aged 11 or 12 on 31 August 2024; and
 - B. in Year 7 or Year 8 on the date of the Event.

For the avoidance of doubt, the UK Athletics have provided that Year 6 pupils are not permitted to enter the Event in this age group;
 - ii. Under 15 boys and girls: for Participants who are:
 - A. aged 13 or 14 on 31 August 2024; and
 - B. in Year 9 or Year 10 on the date of the Event;
 - iii. Under 17 men and women: for Participants who are:
 - A. aged 15 or 16 on 31 August 2024; and
 - B. in Year 11 or Year 12 on the date of the Event.
- b. *Wheelchair Entry*:
 - i. Under 14 boys and girls: for Participants who are aged 10 or over, but under the age of 14, on the Event date; and
 - ii. Under 16 men and women: for Participants who are aged 13, 14 or 15 on 31 December 2024;

c. *Ambulant Entry*:

- i. Under 14 boys and girls: for Participants who are aged 10 or over, but under the age of 14, on the Event date; and
- ii. Under 16 men and women: for Participants who are aged 13, 14 or 15 on 31 December 2024.

3.4 For the avoidance of doubt, all Participants must be aged 10 or over, but under the age of 18, on the day of the Event.

3.5 Each Team shall be comprised of:

- a. 36 Participants in the Standard Entry (with 6 Participants in each age group for each gender); and
- b. any other Participants in the Wheelchair Entry and/or Ambulant Entry.

3.6 There must at all times be at least one adult (being at least 18 years of age) responsible for each age group for each gender in each of the Entry Categories.

3.7 You and all other adults responsible for the Team must:

- a. be at least 18 years of age;
- b. have completed DBS checks; and
- c. have signed the appropriate declaration form from UK Athletics or any relevant athletics governing body (as applicable),

evidence of which will be supplied to LMEL on request;

3.8 In relation to Region/Home Nation Teams:

- a. subject to clause 3.8(b), it is a requirement for Participants belonging to Region/Home Nation Teams to stay overnight at the Championship Hotel with their Team on the day prior to the Event (the “**Overnight Stay**”);
- b. Participants of Region/Home Nation Teams taking part in the Event under the Wheelchair Entry or Ambulant Entry may choose to do the Overnight Stay or travel to the Event on their own; and
- c. You must be physically present throughout the Overnight Stay to supervise the Participants of Your Region/Home Nation Team.

4. EVENT ENTRY

4.1 By submitting the Team to take part in the Event, You accept, acknowledge, and agree to these Terms and Conditions, and in particular:

- a. As each Participant is under the age of 18, LMEL requires parental consent before they are permitted to participate in the Event and stay overnight at the Championship Hotel (where applicable). By signing the declaration form at the end of these Terms and Conditions, you warrant and represent that You have:
 - i. provided a copy of these Terms and Conditions to each Parent/Guardian, and they agree to the Participants’ participation in the Event in accordance with the terms therein;

- ii. obtained the written consent of each Parent/Guardian to the following in accordance with the Terms and Conditions:
 - A. the Participant participating in the Event and staying overnight in the Championship Hotel (where applicable);
 - B. the processing of personal data of the Participant;
 - C. the filming and photography of the Participant at the Event, and any subsequent use by LMEL of such filming and photography; and
 - D. the Participant receiving medical assistance and/or medical care in the case of illness, injury or an emergency situation during the Event, evidence of which will be provided to LMEL on request; and
- iii. confirmation from each Parent/Guardian (and can provide evidence of the same) that the Participant:
 - A. is sufficiently fit and healthy to participate in, and complete, the Event; and
 - B. either:
 - (1) lives;
 - (2) currently attends school; or
 - (3) was born,
 in each case, within a London District, a Region or a Home Nation (in accordance with the specific Team they represent);
- b. You will provide true, accurate and complete information at all times, to the best of Your knowledge;
- c. You will abide by this Agreement, all Applicable Laws and any reasonable rules or conditions that LMEL may issue from time to time to address COVID-19, including but not limited to, testing, social distancing and/or the use of monitoring or tracking devices or software – and ensure that the Participants abide by the same (as applicable);
- d. You will abide by any conditions or requirements set by LMEL in relation to the Event at any time, and ensure that the Participants abide by the same;
- e. You will abide by, and ensure that the Participants abide by, the Rules;
- f. If You and any Participants of Your Team are staying overnight at the Championship Hotel, the Championship Hotel's policies and rules from time to time must be adhered to at all times. If any Participants or Teams are found to be in breach of any of the Championship Hotel's policies at any time, LMEL reserves the right to disqualify those Participants and/or Teams from participation in the Event.
- g. Entries into the Event are personal to the Participants. After the relevant deadlines, places cannot be transferred to another Participant; and
- h. You are responsible for Your Team's welfare and any damage caused by Your Team to the hotel or its contents (including, without limitation, during the Overnight Stay, on the day of the Event, the transportation of the Participants together as a Team to the Event, during the Event and the collection and repatriation of the Participants to 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:

- a. Subject to clause 3.2a)(ii), any artificial aid or wheeled device;
- b. Any pets or animals; or
- c. 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.

5.3 If the Participant is participating in the Event under the Wheelchair Entry category, they must wear a helmet and gloves.

5.4 In relation to the Event route, You accept and acknowledge, and warrant and represent that each Parent/Guardian accepts and acknowledges that:

- a. the Event is not being held on open public roads and LMEL accepts no responsibility for actions, accidents or incidents You and/or the Participants are involved in in non-route areas as might be caused by other road users, pedestrians or otherwise;
- b. if for any reason You and/or the Participants are directed away from the Event route by LMEL, its staff and marshals used in connection with the Event, the Highway Code and any other road traffic laws and regulations shall apply;
- c. where applicable along the Event route, the rules of the Event must be followed at all times (including the requirement that You and all Participants follow and abide by Event route signs and any other directions given by LMEL, its staff and marshals used in connection with the Event), and that route awareness and safety of Yourself, other Participants, LMEL and other Event staff, and any other people and vehicles that may be on the route must be the primary concern of Yourself and the Participants at all times; and
- d. LMEL reserves the right to shorten or alter the published route at any time.

6. EVENT EJECTION

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

- a. they fail to follow instructions given by Event officials;
- b. they attempt to participate in the Event in a manner that LMEL, acting reasonably, believes:
 - i. may cause injury to themselves or other Participants or non-Participants;
 - ii. may damage or harm the environment;
 - iii. is likely to cause offence; or
 - iv. may otherwise cause a risk or potential risk to health and safety, including any failure, in whole or in part, to comply with the restrictions in clause 5;
- c. in LMEL's reasonable opinion, they are unfit to participate in the Event for reasons including but without limitation to the following:

- i. the consumption or use of alcohol or drugs;
 - ii. an injury or illness;
 - iii. failure to arrive at the start location at the specified time; or
 - iv. 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 Participant's identification number and electronic chip and return them to an Event official as soon as possible.
- 6.3 You acknowledge, and warrant and represent that each Parent/Guardian acknowledges and accepts, the following:
- a. Participants will have their Event timing information annulled and will be banned from all future events organised by LMEL for a period of up to five years if:
 - i. their Event number is used by someone else in the Event, participating in the Event using a number registered to another Participant, or using a counterfeit number;
 - ii. they are found to be selling their number to another person;
 - iii. they falsify information on the application; and
 - iv. they commit any other breach of these Conditions of Entry.
 - b. A second breach of any nature will mean Event timing information being annulled and a ban of up to life from all future LMEL events to be determined in LMEL's sole discretion. Any decision made by LMEL in relation to this clause 6 shall be final.
- 6.4 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. CANCELLATION BY YOU

You should inform LMEL immediately in the prescribed manner if any Participant needs to withdraw for any reason.

8. CANCELLATION BY LMEL

- 8.1 LMEL is under no obligation to hold the Event and may cancel the Event for any reason.
- 8.2 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.
- 8.3 LMEL may cancel, abandon or postpone the Event due to any Force Majeure Event. In such circumstances:
- a. 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
 - b. LMEL will have no responsibility for any losses, expenses or costs incurred as a result of cancellation, including any travel or accommodation costs.

9. PRIVACY, DATA PROTECTION, MEDICAL CONSENT AND SOUND AND IMAGE RECORDINGS

9.1 Please read the Privacy Policy to carefully to understand how LMEL and its group companies process personal data. In particular, You acknowledge and accept, and warrant and represent that each Parent/Guardian acknowledges and accepts, that LMEL may use any information provided by You, the Participants and/or Parents/Guardians for the following purposes:

- a. for the processing of the Participant's application;
- b. for the enforcement of LMEL's legal rights;
- c. to publish such information as part of the timing information of the Event. Timing information will only include the Participant's name and the time taken by the Participant to complete the Event;
- d. to publish such information as part of the results of the Event and to pass such information to the governing body 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. results may include (but not be limited to) name, any club affiliation, race times and age category;
- e. to track the Participant's progress in the Event;
- f. to send You and the Participant health and safety and other relevant Event information;
- g. to notify You and/or the Participant of events, activities, publications and services that may be of interest to you should you consent to receiving these from LMEL;
- h. to comply with LMEL's statutory and regulatory obligations; and
- i. for the reasons detailed in clauses 9.3 and 9.4.

9.2 You acknowledge and agree to, and warrant and represent that each Parent/Guardian acknowledges and agrees to, the following in relation to medical matters:

- a. 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;
- b. If You or 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, such persons are authorised to provide details (including details of medical treatment) to the Medical Director of the Event or others authorised by her/him; and
- c. You and each Parent/Guardian consent to medical assistance and/or medical care being given to Yourself and the Participant in the case of illness, injury or an emergency situation, should this occur during the Event, such assistance to be given by LMEL, its employees, contractors or other trained personnel conducting the Event (which may include the use of anaesthetics).

9.3 You and each Parent/Guardian understand and acknowledge the fact that during the Event, various filming, photography and/or broadcasting take place. In particular, You consent to, and warrant and represent that each Parent/Guardian consents to, You and the Participants being photographed, filmed or taped by LMEL and/or any third parties appointed by LMEL. In addition, You grant, and warrant and represent that each Parent/Guardian grants, Your/their permission, free of charge, 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 Your/the Participant's 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.

- 9.4 You and each Parent/Guardian accept and acknowledge that it is in LMEL's legitimate interests to use and publish and exploit the content detailed in clause 9.3 in this manner (including any personal data contained therein) as it requires the ability to:
- a. 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
 - b. 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, You give, and warrant and represent that each Parent/Guardian gives, consent to such use.

- 9.5 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:
- a. is for personal and private or any other non-commercial use only; and
 - b. shall not be converted into any other durable medium (such as DVDs) for distribution purposes.

10. CHANGE TO THE EVENT

- 10.1 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.
- 10.2 Should the Event course distance be changed or reduced in accordance with clause 10.1, You agree that the Event is still deemed to be staged and that LMEL will not be liable to You for any refund.

11. LIABILITY

- 11.1 LMEL shall not be liable for any loss (including indirect or consequential loss), damage or expense caused by a Force Majeure Event.
- 11.2 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.
- 11.3 You accept and acknowledge, and warrant and represent that each Parent/Guardian accepts and acknowledges, that:
- a. while any infectious disease protocols introduced by LMEL from time to time are designed to reduce the risk of transmission of such infectious disease, it is not possible to eliminate that risk entirely;
 - b. You and the Participants assume the risk of suffering an illness or fatality related to any infectious disease as a result of participation in the Event, and agree (including on behalf of Your/their estate, heirs, successors and assigns) that LMEL and its directors, officers,

employees, agents and officials shall bear no liability in respect of any such illness or fatality, unless it is proven that the illness or fatality was suffered as a result of the wilful misconduct or gross negligence of LMEL; and

- c. no claim that is inconsistent with the foregoing shall be brought against LMEL.

12. SEVERABILITY AND AMENDMENT

12.1 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 in the application and You will have the choice to consent to such material changes or to withdraw Your application or withdraw from the Agreement.

12.2 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.

13. GENERAL

13.1 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.

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

13.3 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 that:

1. I have read and understood these Terms and Conditions and in particular, how:
 - (a) LMEL will be using all personal data provided as part of the Event application and participation process;
 - (b) filming and photography will take place at the Event, and how such filming and photography may be subsequently used by LMEL; and
 - (c) 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 each Parent/Guardian to enter the relevant Participant in the Event (and the Overnight Stay (where applicable)) and to disclose the necessary personal data to LMEL for the purposes of participation in the Event, and I will explain, notify and provide copies of these Terms and Conditions to all Participants and Parents/Guardians (on whose behalf I am submitting the relevant Participants to participate in the Event as part of my Team);
3. All personal data I provide will be true, accurate, up to date and complete, to the best of my knowledge;
4. All Participants and Parents/Guardians will have received a copy of, and agreed to, these Terms and Conditions
5. Each Parent/Guardian will have provided written consent to the following in accordance with the Terms and Conditions:
 - (a) the use of the relevant Participant's personal data;
 - (b) the filming and photography of the relevant Participant at the Event; and
 - (c) the relevant Participant's receipt of medical care or assistance at the Event in the case of illness, injury or an emergency situation.
6. I will comply at all times with all Applicable Laws relating to the collection, storage and transfer of any personal data to LMEL.

In signing this declaration, on behalf of myself and/or each Parent/Guardian, I accept and acknowledge that participation in the Event is governed by these Terms and Conditions.

I also confirm that I am authorised by each Parent/Guardian to give the declaration stated above.

FULL NAME: _____

SIGNATURE: _____

DATE: _____