

Terms and conditions for British Triathlon Club Affiliation

1. Introduction

These are the terms and conditions applicable to all clubs affiliated to British Triathlon.

Please read these terms and conditions (the “Terms”) carefully to ensure that you understand and agree to them, as they contain the legal terms and conditions that all members shall be deemed to have agreed to when submitting their application for membership. All affiliated clubs must adhere to these Terms at all times.

Club affiliation is operated by the British Triathlon Federation (“BTF”), a company registered in England and Wales, registration number 02995438, whose registered postal address is PO Box 25, Loughborough, LE11 3WX.

Any references to “we”, “us” or “our” shall be taken as references to BTF. Any references to “you” or “your” shall be taken as references to any applicant for club affiliation.

2. Club Affiliation Period

Unless terminated early in accordance with these Terms, Club Affiliation is valid from 1st January and shall run for twelve months until 31st December.

3. Club Affiliation entitles you to a number of benefits

Club affiliation benefits can be found [here](#)

4. Membership Application Process

Online Club Affiliation opens in October each year.

After you have completed and submitted the form, it will be checked for completeness. Checks will include approval of the club’s name, we shall have power to reject any name that is confusing, inappropriate, offensive or liable to bring the sport into disrepute.

Affiliation will then either be approved or you will be contacted to discuss further.

Once your club has been approved, you will be emailed with a link to pay your Club Affiliation fee. Your affiliation for the year is only complete when we have received payment.

5. Refunds

Refunds on all or part of club affiliation fees will not be given.

6. Insurance

As part of your application for club affiliation you will receive Club insurance covering club activities. (Public Liability, Employers' Liability, Professional Indemnity, Directors and Officers Cover, Event insurance cover)

The insurance made available by British Triathlon to affiliated clubs (the "Insurance") is provided by Bluefin Sport. Bluefin Sport is a trading name of Marsh Ltd. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

The full details and terms of the policy for such Insurance can be found [here](#). We reserve the right to amend the policies at any time.

7. Termination

We reserve the right, in our sole discretion, to

- i. Refuse Affiliation; and/or
- ii. Suspend Affiliation; and/or
- iii. Terminate Affiliation;

in the following circumstances if

- a) You breach these Terms
- b) You fail to meet, or at any point during the Affiliation Period cease to meet, the required criteria for Affiliation
- c) In the reasonable opinion of British Triathlon, you act in any manner which brings British Triathlon or triathlon activity into disrepute including but not limited to non-compliance with the British Triathlon Code of Ethics, British Triathlon Safeguarding Children Policy, British Triathlon Safeguarding Adults Policy, British Triathlon Equality & Diversity Policy, Transgender Policy and British Triathlon Anti-Doping Rules that adheres to guidelines recommended by the World Anti-Doping Agency (WADA), non-compliance with the British Triathlon Competition rules or non-compliance with the International Triathlon Union (ITU) Anti-Doping rules; or
- d) In the reasonable opinion of British Triathlon, you misuse your Affiliation in any manner.

In all such cases we will have no liability to refund you or pay any other compensation to you in connection therewith. In the event of a suspension, British Triathlon may decide in its discretion to lift such suspension when it considers it is appropriate to do so.

8. Privacy

Your personal information will be used in accordance with our privacy policy (link to policy) and the contact/privacy options you select when submitting your application for Affiliation.

Club details including the club address, email address and telephone number will be publicly available through the British Triathlon website.

British Triathlon may use the contact details listed within the club contact detail and the club welfare officer contact detail sections so that British Triathlon can provide the club with information relating to its club services.

9. Amendments

We reserve the right to amend these Terms with or without notice to you from time to time. Any such amendment shall be effective once the revised Terms have been posted on the Site, and it shall be your responsibility to check these Terms for any such amendments. To the extent that any amendment to the Terms affects your rights or responsibilities in connection with your Club Affiliation, we shall notify such changes to you in advance of them becoming effective.

10. Ownership of Materials and Intellectual Property Rights

British Triathlon or its affiliates or licensors are, unless otherwise stated, the owners of all copyright, database and other intellectual property rights in all materials provided or made available to you as part of your Club Affiliation either on the Site or in hard copy (the "Membership Materials"), with all rights reserved. This includes, without limitation, copyright and other intellectual property rights in videos, presentations, photographs, audios, documents and other text in such Membership Materials. You may not copy, publish, distribute, extract, re-utilise, or reproduce any part of the Membership Materials in any form (including photocopying or storing it in any medium by electronic means) other than (i) as specifically required to be permitted by applicable law, or (ii) as specifically provided by British Triathlon on a case by case basis. You shall not incorporate any Membership Materials in any commercial work or publication, whether in hard copy or electronic or any other form, and no part of any Membership Materials may be distributed or copied for any commercial purpose.

All brand, product and service names, logos and images used in the Membership Materials are the property of British Triathlon or its affiliates or licensors, unless otherwise stated, with all rights reserved. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any of the trademarks, trade names or service marks on the Membership Materials without the prior written permission of British Triathlon or, where applicable, the owner of such trademarks, trade names or service marks.

11. Disclaimer of Warranties and Liability

To the fullest extent permitted by English law, British Triathlon makes no representations, undertakings or warranties about Club Affiliation, or any content or information provided as a result of being affiliated. To the fullest extent permitted by English law all representations, warranties and undertakings (express or implied) in respect of Club affiliation are excluded.

12. Liability

Except in the case of fraud, death or personal injury caused by our negligence or other cases whereby law liability cannot be excluded or limited, we exclude all

liability to you in respect of your application for Club Affiliation, or any information or other content obtained either directly or indirectly as a result of your Affiliation, howsoever arising, in any circumstances and whether in contract, tort, negligence, misrepresentation or otherwise.

Under no circumstances shall we have any liability for any loss of profit, business opportunity, goodwill, anticipated savings or data, or for any special, indirect, incidental or consequential loss or damages of whatsoever kind resulting from your application for Affiliation, or any information or other content obtained either directly or indirectly as a result of your Affiliation, howsoever arising, in any circumstances and whether in contract, tort, negligence, misrepresentation or otherwise.

13. Clean Sport

Affiliated Clubs shall be deemed to have made themselves familiar with and agree to be bound by the Anti-Doping Rules of British Triathlon and to submit to the authority of UK Anti-Doping in the application and enforcement of the Anti-Doping Rules.

14. Safeguarding and Sport Integrity

Safeguarding is a fundamental part of British Triathlon's role and our ongoing duty to ensure that all children adults who participate in triathlon have a safe, enjoyable and positive experience. British Triathlon are also committed to upholding and protecting the organisation's vision and values and maintaining the highest possible standards of sporting integrity.

As an affiliated club, you agree to abide by British Triathlon's policies, rules and regulations including but not limited to the British Triathlon Code of Ethics, Safeguarding Children Policy, Safeguarding Adults at Risk Policy, Equality & Diversity Policy, and Transgender Policy.

The club will not act in any manner which (in the reasonable opinion of British Triathlon) is liable to bring British Triathlon or the sport of triathlon into disrepute.

15. General

These Terms and all aspects of Club Affiliation are governed by and will be construed in accordance with the laws of British Triathlon and Home Nations England, Scotland and Wales. Any disputes arising under or in connection with these terms and conditions shall be subject to the non-exclusive jurisdiction of the English courts.

Any failure by us to exercise any right or remedy under these Terms or at law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies. No single or partial exercise of a right or remedy by us under these Terms or at law prevents further exercise of the right or remedy or the exercise of any other right or remedy.

If a competent court of law or authority finds that any part of these Terms is invalid, unlawful or unenforceable to any extent, we shall delete the relevant part from the

Terms and the remainder of the Terms shall continue to be valid and enforceable to the fullest extent permitted by the laws of England, Scotland and Wales.

16. Contact information

Email: clubs@britishtriathlon.org

Postal Address: Membership, British Triathlon, PO Box 25, Loughborough, LE11 3WX

Telephone: +44 (0) 1509 226199