

# Terms & Conditions

## Parental Agreement U18s

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Parents/guardians are ultimately responsible for the conduct and actions of their U18 child(ren) and related legal and financial consequences while participating in Youth Trips and Events. The following agreement is between the athlete's parent/guardian, for under 18 year olds, and British Fencing:

Parents of athletes 18 or over who wish to retain responsibilities and/or communicate with British Fencing on behalf of their child with regards to Youth Trips and Events must also sign the agreement.

I, \_\_\_\_\_ (insert name here)

Agree that in relation to \_\_\_\_\_ (insert child's name here)

I will abide by the following Terms and Conditions:

These Terms and Conditions will apply to all British Fencing Youth Trips and Events for the current season. For the avoidance of doubt, the term Events apply to all group activities organised by British Fencing including those run by the Talent Programme.

### Payments

I am responsible for all payments due and any damages incurred by myself and my child.

Unless I have been explicitly informed in writing by an employee of British Fencing, I am liable for the costs incurred on behalf of my child attending the event, including and not limited to,

- a. Entry fees & fines
- b. Transport
- c. Hotel and
- d. Share of Officials expenses

I understand that the Officials' expenses will be incurred and shared according to the

- a. British Fencing Expense Policy (including the Officials addendum) and
- b. GB Trip Management Policies and Procedures

I accept that I am not entitled to access details of individual officials' claims.

If my child is unable to attend the event (after the point that they have accepted selection) I am liable for any fines or costs arising as a result of cancellation. This applies irrespective of the reason for non-attendance. (eg illness, travel delays, disciplinary action).

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I understand that at any time, if a Team Manager or British Fencing Official on the trip deems it necessary, following a serious breach of the BF Code of Conduct, they will make arrangements for my child to be sent home. I will be 100% liable for all costs incurred by or on behalf of British Fencing in relation to these alternative arrangements.

Eg I understand that British Fencing may appoint an agent to act on its behalf to manage the financial administration of trips and events

I confirm that my child has a valid travel insurance policy with confirmed cover for travelling as part of a British Fencing team and representing Great Britain at sporting events.

I understand that in the event of flight cancellation or travel disruption, British Fencing will make alternative arrangements for the safe return of my child. I will be 100% liable for all costs incurred by or on behalf of British Fencing in relation to these alternative arrangements.

### **Code of Conduct**

I (the parent or guardian) have read the British Fencing Young Athlete's Code of Conduct and have ensured my child has read and understood the document and the related sanctions.

I warrant that to the best of my knowledge my child is capable of upholding and adhering to the Code of Conduct.

I warrant that my child will accept the authority of British Fencing Officials and agree to comply at all times from entry point to departure point and understand that any breach of this code will have consequences according to the relevant sanctions.

### **Medical and Anti-Doping**

I accept that fencing activities carry the risk of injury.

I confirm that my child will only participate in British Fencing activities if they are in good health and can be considered fit to participate.

I warrant that I have disclosed all relevant medical conditions relating to my child in the current fencer information form on the British Fencing travel partner's system. NB Any condition that needs to be kept confidential should be disclosed to the British Fencing Medical Officer only, who will disclose with permission to the appropriate officials.

I authorise a British Fencing Official to act in Loco Parentis, in the event that an official is present, for the purposes of medical treatment, drug testing and other situations where a responsible adult is required to act in my place.

I give permission for the British Fencing Officials to give authority on my behalf for any medical treatment recommended by competent medical authorities, where, in the doctor's opinion, it would be contrary to my child's interest for any delay to be incurred by seeking my personal consent, and where the young person is incapable of giving informed consent themselves.

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I have read and understand the current British Fencing Anti-Doping Policy, as published on the British Fencing website, and confirm that I agree and my child agrees to abide by this and by the event drug testing regulations. This includes consent for my child to undergo doping control tests if required.

I warrant that to the best of my knowledge my child is not taking or has taken any form of medication or substance which may result in a positive drug test, other than those explicitly identified in writing to British Fencing's Medical and Anti-Doping Officer [clarehalsted@blueyonder.co.uk](mailto:clarehalsted@blueyonder.co.uk)

I authorise British Fencing Officials to administer official British Fencing breathalyser tests and understand that any positive tests, or refusal to take such a test, may result in automatic sanctions.

### **Fencing in General**

I understand that fencing is a competitive, physical, combat sport involving the use of swords, and warrant that my child is mentally and physically fit to participate.

I warrant that my child is capable of dealing with a competitive atmosphere which may include but not be limited to loud noise, vocal support and/or shouting from onlookers.

I understand that selection to be part of a team competition confers no rights on any individual to actually fence in the team at the competition.

I understand that British Fencing is not responsible for any missed entry deadlines by myself or my child for any activity including ranking and selection competitions. NB Fencing competitions may have maximum entry limits and closing dates.

### **General**

I agree that British Fencing only assumes duty of care from the time that the athlete reports at the agreed entry point to the agreed departure point, which will be confirmed in writing. (\* For the avoidance of doubt, the departure point is the time and place specified by the Team Manager, confirmed in writing by the parent/guardian, where the athlete is (1) handed over to the parent/guardian, (2) handed over to another adult designated by the parent/guardian or (3) authorised by the parent/guardian to travel home independently).

I agree that it is my responsibility to check that my child's relevant fencing licences, passport, required visas and EHIC is up to date, and that all information on my child's profile on the relevant British Fencing system is correct. I will be liable for any costs arising out of a failure to keep this information up to date.

I agree that it is my responsibility to check emails and the British Fencing website regularly. I understand that British Fencing is not required to chase unanswered emails and British Fencing take no responsibility for any de-selections, or other consequences of a failure to respond to emails.

I will treat all the volunteers, staff and officials with respect. I will communicate reasonably and in a timely fashion. In particular, I understand that the majority of people (team managers, weapon coordinators) involved in running trips have other 'day jobs', and are paid nothing to provide services

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to fencers and parents on behalf of British Fencing.

I understand that selection of my child to represent GB at fencing is not a right or an entitlement.

I understand that selection of my child to represent GB at fencing confers no rights or entitlement on me, particularly to expect additional services from British Fencing with regards to me or my family accompanying or supporting said child. Should I choose to use any such services I will be liable for any payments due.

I have read and understood the Trip Process Document and related FAQs and accept that this forms the basis of the expected interaction with British Fencing, volunteers and appointed agents with respect to selection and travelling abroad as part of a GB squad.

I consent to the taking of photographs and video footage of my child during the season for promotional and training purposes and for this to be used in any promotional material. My child may request that a member of British Fencing (or staff) refrains from videoing or photographing them if they are being made to feel uncomfortable.

I understand that British Fencing have no control over the taking of photographs and video footage and subsequent distribution by people at events out-with the jurisdiction of British Fencing.

I agree that should any of the circumstances change, such that I am no longer able to abide by this agreement I will inform British Fencing in writing. I understand that this does not absolve me from any financial liability.

\*For information: Permission to act in Loco Parentis (acting in place of the parent) is being sought for all young people under the age of 18, with the following limitations to use:-

1. The Family Law Reform Act 1969 reduced the age of majority/the age a person becomes an adult from 21 to 18 in England and Wales. Young people in Scotland are regarded as adults at age 16, but British Fencing applies the law as in England and Wales uniformly in welfare issues concerning young athletes.
2. A young person (age not defined but usually regarded as 14+) can give informed (full knowledge and understanding of procedure and possible side effects) consent to surgical, dental and medical treatment (including anaesthetics) providing that they are deemed competent (not under the influence of drugs or alcohol or mental impairment) and conscious. If they are NOT competent, the person who is 'In Loco parentis' can then give consent on behalf of the parent / carer/fencer
3. Criminal activity: in England and Wales, where a young person under 17 is to be questioned by the police in the course of their investigations, the questioning must be undertaken in the presence of a "responsible adult": a person who has in loco parentis authority can therefore act as that responsible adult

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### ***To be completed by the parent/guardian:***

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ BF Number: \_\_\_\_\_

Date: \_\_\_\_\_

### ***To be completed by the child:***

Delete as applicable:

A: Should I turn 18 during the season, I understand that all responsibilities to uphold this agreement fall to me, along with any future financial liabilities. Financial liabilities incurred prior to this will remain with the parent/guardian as identified above.

Or B: Should I turn 18 during the season, all financial liabilities as a result of this agreement will remain with my parents until such time as I or my parent/guardian as identified above inform British Fencing to the contrary. Financial liabilities incurred prior to this will remain with the parent/guardian as identified above. I understand that all other responsibilities as laid out in this document now fall to me.

AND/OR C: Should I turn 18 during the season I permit any individuals listed below to continue to communicate with British Fencing on my behalf. This ***includes*** communication on any disciplinary matters, and matters that might otherwise be assumed as personal and confidential.

*Please note that for athletes aged 18 or over, whilst British Fencing will make every effort to copy in the requested people to communications we cannot guarantee this. The responsibility for forwarding these communications lies with the athlete.*

List of individuals other than the parent or guardian identified above that I wish to be able to communicate with BF on my behalf on all issues including confidential and disciplinary matters.

<b>Name</b>	<b>Relationship to Athlete</b>	<b>Email address:</b>
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My parent/guardian as named above has explained the content of this agreement to me.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ BF Number: \_\_\_\_\_

Date: \_\_\_\_\_

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### Version History

Version Number	Date Updated	Updated by	Comments
v0.1		CH/GU	First draft
v1.2	11/05/2017	NB	Rebranded
V1.3	12/05/2017	CH	Second draft