



# **BRITISH UNIVERSITIES AND COLLEGE SPORTS**

## **GB STUDENTS**

### **TEAM MEMBER'S AGREEMENT**

# **FISU WORLD UNIVERSITY MODERN PENTATHLON CHAMPIONSHIPS 2026**

This is a legally binding document. Therefore, you should read it carefully to understand it and if necessary, seek independent legal advice.

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**THIS AGREEMENT IS BETWEEN:** The Team Member & BUCS

**IT IS AGREED** as follows:

## **1. INTERPRETATION**

In this Agreement, unless the context indicates otherwise, references to the male gender shall include the female gender.

## **2. INTRODUCTION**

- 2.1 BUCS hereby engages the Team Member as a member (a competitor, an official, or member of the support staff as appropriate) of the GB Students delegation (the "**Team**") for the FISU World University Modern Pentathlon Championships "(the "**Championships**") on the terms and conditions set out in this Agreement.
- 2.2 The Team Member acknowledges that BUCS is the body recognised by the Organising Committee ("the Organisers") as responsible for the selection, accreditation and participation of representatives (competitors and officials) from the United Kingdom in the Championships.,
- 2.3 The Team Member acknowledges that this Agreement shall commence on the date of indicating acceptance of this Agreement and shall remain in force until the Team is officially disbanded after the attended competition but may be terminated in accordance with the provisions of Clause 8 of this Agreement.
- 2.4 In the event that the Team Member is engaged as a competitor (as opposed to an official or member of the support staff) at the Championships, he/she acknowledges that his/her membership of the Team is and remains conditional upon his/her eligibility (as so determined FISU and BUCS) to compete for Great Britain and Northern Ireland at the Event in the sport for which he/she has been selected by BUCS and the Team Member, if selected as a competitor at the Championships, hereby declares that he/she is eligible.

### 3 TEAM MEMBER BENEFITS AND GENERAL OBLIGATIONS

3.1 The Team Member will be entitled to receive a number of benefits from BUCS, including:

- (a) administration of his/her entry and accreditation for the Championships and the provision of other reasonable administrative services during the Championships Period in order to facilitate his/her participation at the Championships;
- (b) Team Leisure Clothing as determined by BUCS, all competition kit to be provided by the NGB unless otherwise agreed. All competition kit to be in accordance with sport regulations.
- (c) Travel from the UK to Championships on flights designated by Team Leader and BUCS, organised by the NGB and paid for by the Athlete, and any ground transport as determined by BUCS from Championship country airports. No transport to or from UK airports will be arranged or financed by BUCS, unless otherwise agreed in writing.
- (d) accommodation at the Championships (or other accommodation designated by BUCS) ("**Championships Accommodation**").

3.2 The Team Member agrees, for the duration of the attended competition, being the period from the date of departure on a Team flight or arrival in the Athletes' accommodation, whichever is earlier, to the Expiry Date (the "**Championships Period**"):

- (a) to remain under the exclusive, management and direction of the Team Leader of the Team (the "**TL**") or any person appointed by BUCS to exercise the functions of a TL;
- (b) to comply with all instructions given by the TL or his/her deputy, or any persons so appointed;
- (c) to conduct him/herself at all times so as to obtain and maintain his/her best possible mental and physical fitness and health, to perform to the highest possible standard at the Championships and not do anything which risks bringing him/herself, the Team, BUCS, any BUCS Sponsor and/or Supplier and/or the Championships into disrepute; and to comply at all times with the Championships Regulations which can be found at [here](#) and which is hereby incorporated by reference into this Agreement GB Students Code of Conduct in Schedule 1;

#### 4. SPONSORSHIP

4.1 The Team Member acknowledges that for the purposes of funding the participation of the Team in the Championships, BUCS has already entered into agreements and reserves the right to enter into further agreements for the commercial sponsorship of, and the provision of services and supplies to the Team.

4.2 The Team Member agrees for the Championships Period:

- (a) to assist and co-operate with BUCS and its sponsors and suppliers (the “**BUCS Sponsors and/or Suppliers**”) so that the BUCS Sponsors and/or Suppliers may maximise their promotional benefits;
- (b) to be available as required for, and to appear or participate in advertising, promotions and marketing events of the BUCS Sponsors and/or Suppliers, provided that such requirements be the subject of reasonable notice; and
- (c) not to participate in any advertising, promotions or marketing of any kind or nature whatsoever for companies which are not BUCS Sponsors and/or Suppliers, without the express prior written consent of BUCS. A list of BUCS sponsors can be found in Schedule 2 and BUCS may notify the Team Member of additional BUCS Sponsors and/or Suppliers from time to time; and

4.3 The Team Member shall ensure that any posts contributing to either a personal or group social media as part of the Team are in line with the GB Students Code of Conduct and do not bring BUCS, the Team Member, and other Team Member, and BUCS Supplier and/or Sponsor or the Team into disrepute.

4.4 The Team Member acknowledges that this Agreement restricts his/her freedom to exploit his/her likeness, name and sports performance at the Championships and expressly acknowledges and agrees that such restrictions are necessary and reasonable for the purposes of protecting and promoting FISU, BUCS, the Team and the development and participation of competitors in future Championships.

#### 5. ANTI-DOPING

5.1 It is the individual responsibility of each Team Member to ensure that he/she is familiar with, and complies with, all the applicable provisions of the World Anti-Doping Agency Code (“**WADA**”) which governs the activities of ITF and the conduct of competitors in the Championships. By signing this Agreement, the Team Member declares that he/she has read and shall comply with such provisions and understands that he or she may request a further copy of WADA from BUCS.

5.2 The Team Member recognizes and agrees that all the rights and benefits provided to him/her under this Agreement are conditional on the Team Member being and remaining drug-free.

- 5.3 The Team Member shall ensure that:
- a) any medication or substance taken in any form does not contain any substance prohibited for use by WADA;
  - b) he/she neither possesses, supplies, nor uses illegal or prohibited drugs or techniques.
  - c) BUCS is fully informed of any and all drug-related offences in which he/she may be involved
  - d) he/she is available for testing in accordance with WADA and/or as reasonably directed by the TL or BUCS; and
  - e) he/she ensures that any medical exemptions are fully documented prior to use as set out in WADA.

5.4 As a condition of this Agreement, the Team Member confirms he/she has completed the UKAD Complete Clean + online via the UKAD Clean Sport Hub prior to signing this Agreement. All Athlete Support Personnel must complete the Introduction to Clean Sport. These pre-requisites are outlined as part of the HE Clean Championships Policy in partnership with UKAD and British Universities & Colleges Sport.

## 6. TEAM CLOTHING

The Team Member acknowledges that any official competition, training and leisurewear and equipment Team Clothing supplied to the Team Member by BUCS is owned and remains the property of BUCS, and is not the personal property of the Team Member. The Team Member shall forthwith return to BUCS all such equipment and clothing at BUCS's request. Should a Team Member be withdrawn from the Team they will be required to return any Team Clothing issued to them.

6.2 The Team Member agrees to wear the designated Team Clothing and use designated Team equipment as required by BUCS whilst competing or carrying out any sport specific related activities (including any activity required of the Team Member under this Agreement) as a Team Member. This includes (but is not limited to) all official team functions, events, photographic sessions, press conferences, television interviews and during the opening and closing ceremonies of the Championships. Further, the Team Member agrees to wear Team Clothing whilst off duty within the Athletes' accommodation. The Team Member acknowledges the importance which BUCS justifiably places on the wearing of official Team clothing and the use of official Team equipment and agrees to keep his/her official Team Clothing in good order and repair, not to alter, amend or damage it in any way and not to conceal or interfere with any BUCS' Sponsors and/or Suppliers' logos or advertising material that has been applied to the Team Clothing. The Team Member agrees to notify BUCS without delay in the event that the terms of this Agreement conflict with the terms of any agreement which the Team Member has with any sponsor and to use their best endeavors to resolve any conflict that may exist in favour of BUCS.

6.3 The Team Member further agrees that, to the extent that he/she is permitted by BUCS

to wear any clothing or footwear or to use equipment which has not been supplied by BUCS, all such items shall comply with the Championships Regulations and the relevant guidelines and regulations established by appropriate International and National Governing Bodies.

## **7. MEDICAL**

7.1 The Team Member agrees:-

- (a) to notify BUCS immediately if he/she contracts any illness or sustains any injury which might prevent him/her from competing to the best of his ability or fulfilling his agreed duties at the Championships;
- (b) to submit to all reasonable medical tests and examinations as may be directed from time to time by the TL or BUCS for the purposes of assessing whether the Team Member is able to perform at the Championships to the best of his/her ability; and
- (c) to waive confidentiality in respect of such tests or examinations to the extent required to enable the TL or BUCS to assess whether the Team Member is able to perform to the best of his/her ability at the Championships.

7.2 The Team Member agrees to follow the medical advice of the Team Medical Officers and/or Physiotherapists. In the event that the Team Member willingly fails to follow the medical advice of the Team Medical Officers and / or Physiotherapists such that in the opinion of the medical team any further treatment will be of little or no benefit, BUCS will be entitled to refuse to administer further medical treatment to the Team Member.

7.3 That BUCS will retain his/her medical and physiotherapy information and the results of any tests or examinations for use in research and publication in medical and scientific papers, provided that anonymity is maintained in any documents or publications.

## **8. TERMINATION**

8.1 BUCS may, at its absolute discretion, terminate or suspend either this Agreement or membership of the Team, or both, if at any time and with immediate effect by written notice to the Team Member if:

- (a) the Team Member does not comply with the obligations and responsibilities undertaken within this Agreement; or
- (b) the Team Member, in accepting membership of the Team, has made a declaration that is untrue; or
- (c) the Team Member is charged under the rules and procedures of WADA relating to doping matters; or
- (d) the Team Member is declared unfit to compete to the best of his/her ability by the team medical staff and/or the TL.

8.2 On termination of the Team Member's membership of the Team for any reason, the Team Member shall immediately cease to be a member of the Team, shall be excluded from competing or working at the Championships and may be sent home forthwith.

## **9. PERSONAL LIABILITY & INSURANCE**

9.1 The Team Member understands and agrees that he/she takes part in the attended competition at his/her own risk.

9.2 Neither BUCS, nor its officers, servants, or agents accept responsibility for loss of, or damage to the personal property, sports clothing or equipment belonging to the Team Member

9.3 Nothing in this agreement shall limit BUCS's liability for death or injury resulting from its negligence or in case of fraud or fraudulent concealment.

9.4 BUCS has arranged travel insurance covering the personal effects and personal accident for the Team Member, if agreed with the sport NGB, otherwise travel insurance has been arranged by the sport NGB. This includes insurance covering the specific activities the Team Member will be undertaking, and emergency repatriation. Details of the cover (which are subject to the terms and conditions of those policies) are available on request.

## **10. ATHLETE COSTS AND OTHER MISCELLANEOUS TERMS**

10.1 The Team Member confirms he/she has paid the Athlete Contribution in full as designated by BUCS in the Team Member's selection letter.

10.2 If the Team Member is unable to participate in the event for any reason, or the event is cancelled or curtailed for any reason beyond BUCS's control, or non-travel or curtailment in the event of the (FCO) Foreign and Commonwealth Office advise or force majeure (natural disasters, 'acts of god' etc), then the Team Member will be liable for any costs incurred by BUCS. Costs incurred by BUCS may include but not be limited to flight costs, transport arrangements, hotel bookings & kit costs.

10.3 The Team Member acknowledges that itineraries, schedules, and accommodation may change, and BUCS shall not be responsible for any loss or damage caused by events which are outside BUCS's control.

10.4 If the Team Member is refused passage and/or entry/exit to or from the destination, the Team Member is responsible for any additional costs.

10.5 The Team Member must provide their own personal equipment for their sport.

10.6 If the Team Member withdraws in circumstances where recovery of cancellation charges is indemnified under their travel insurance, the Team Member hereby agrees that they will co-operate in the recovery of these charges from the insurers, and that

any sums recovered under the policy will be paid to BUCS.

- 10.7 The Team Member is personally responsible for any excess baggage costs incurred where not agreed in advance (prior to departure) with BUCS.

## **11. DISPUTE RESOLUTION**

- 11.1 The parties acknowledge the importance of dealing with any complaints, differences or disputes which may arise between the parties in relation to this Agreement (a “Dispute”) openly and honestly as soon as they arise. and the parties agrees immediately to enter into informal negotiation in good faith with a view to settling the Dispute.
- 11.2 In the event of a Dispute during the Championships Period, the Team Member shall address issues to the Team Leader, with any escalation necessary referred to the Head of Delegation.
- 11.3 In the event of a Dispute during the Championships Period, the Team Member shall address issues to the Team Leader, with any escalation necessary referred to the BUCS senior management team.

## **12. GOVERNING LAW**

This Agreement is governed by the laws of England and Wales.

## **13. INDEMNITY**

The Team Member agrees that he/she will reimburse BUCS in respect of all costs reasonably incurred by BUCS in relation to all actions, suits, causes of action, proceedings, demands, costs and expenses whatsoever which may be taken or made against BUCS or incurred or become payable by BUCS as a consequence of his/her misconduct in breach of this Agreement.

## **14. DATA PROTECTION**

- 14.1 BUCS undertakes and confirms that it will comply in all respects with the Data Protection Act 1998 in respect of the Team Member’s personal details and that, other as set out below, BUCS shall not pass on the Team Member’s personal details to any third party.
- 14.2 The Team Member consents to the biographical personal details that he/she has provided (and will provide) to BUCS and any other generic information (including, for example, training location) being retained in perpetuity by BUCS, and to his/her personal details being (i) processed and provided to necessary third parties as is necessary to facilitate the Team Member competing as a member of the Team at the Championships.

## **15. ENTIRE AGREEMENT**

Each party agrees that this Agreement together with any documents referred to in this

agreement (including without limitation the Code of Conduct) (the "**Transaction Documents**") constitutes the entire and only agreement between the parties relating to the subject matter of the Transaction Documents. In the event of any inconsistency between the terms of the main body of this Agreement and the Code of Conduct, the terms of the main body of this Agreement shall prevail.

IN WITNESS WHEREOF this Agreement has been executed the day and year first above written.

By agreeing to abide by the terms of the agreement the Team Member confirms that:

1. I agree to become a member of the Team;
2. I have taken advice on the contents of this Agreement and I fully understand my entitlements and obligations and agree to abide by the terms of this Agreement;
3. I have not entered into any other agreement or contract or have any other restriction that may prevent or materially impede my full participation in the Team or that could conflict with my membership of the Team or with any of the provisions of this Agreement.

X

Signature

X

Printed Name

X

Date

## SCHEDULE 1

### CODE OF CONDUCT

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All BUCS sanctioned representative teams (athletes and team staff) must conform to the following Code of Conduct

#### 1. What is the Code of Conduct?

- a. This Code is designed to ensure that the highest possible standard of competition, sportsmanship, fairness, honesty and honour in relation to the conduct of all BUCS sanctioned representative teams;
- b. BUCS regards any breach of this Code as a serious matter and may take disciplinary action against an athlete or team staff in breach of this Code, in extreme cases this may lead to the individual in question being sent home from the competition; and/or being subject to a disciplinary process for bringing BUCS into disrepute
- c. This Code sets out the types of Conduct that will not be acceptable from a person representing a BUCS sanctioned representative team; and
- d. This Code will apply in addition to other BUCS policies.

#### 2. Who does the Code Apply to?

- a. This Code applies to:
  - all athletes (full team members and non-travelling reserves) ; and
  - all persons (team staff) officially appointed to any team or individual competing in the event, (including administrators, coaches, managers, medical practitioners, physiotherapists, media personnel and any other volunteer appointed to the team)

#### 3. When does this Code Apply?

- a. The Code applies from the time of notification of selection or appointment until departure from the team including:
  - (i) during Championships and/or Championships and competitions at an event;  
and
  - (ii) all official and unofficial social functions of, or associated with, an event; and
  - (iii) attendance at the event itself

#### 4. General Code of Conduct

All BUCS sanctioned representative team members must

- a. respect the rights, dignity and worth of others
- b. be fair, considerate and honest in all dealings with others
- c. be professional in, and accept responsibility for their actions
- d. make a commitment to providing quality service
- e. operate within the rules of the sport including national and international guidelines which govern the sport
- f. not use one's involvement with BUCS to promote one's own beliefs, behaviours, or practices where these are inconsistent with those of BUCS
- g. maintain high personal behaviour standards at all times
- h. conduct oneself in a professional manner relating to language, temper and punctuality
- i. refrain from any form of harassment of others
- j. refrain from any behaviour that may bring BUCS into disrepute
- k. not consume alcohol unless in an approved area, in line with relevant liquor licensing regulations
- l. not be unduly intoxicated (in the opinion of the TL / other event official) at any event venue or official or unofficial social functions of, or associated with, the event
- m. not use any illegal drug from the time of notification of selection or appointment until departure from the team
- n. comply with all reasonable directions of BUCS
- o. not act in an unlawful manner
- p. understand the repercussions if one acts to breach, or are aware of any breaches of, this Code of Conduct

## 5. Athlete Code of Conduct

In addition to the General Code of Conduct, the following requirements with regard to conduct by an athlete in a BUCS sanctioned representative team must be met:

- a. Respect the rights, dignity and worth of fellow players, coaches, officials and spectators;
- b. Do not tolerate acts of aggression;
- c. Respect the talent, potential and development of fellow players and competitors;
- d. Conduct oneself in a professional manner relating to language, temper and punctuality;
- e. Maintain high personal behaviour standards at all time; and
- f. Abide by the rules and respect the decision of the official, making all appeals through the formal process and respecting the final decision.

## 6. Team Staff Code of Conduct

In addition to the General Code of Conduct, the following requirements with regard to conduct by all Team Staff in a BUCS sanctioned representative team must be met:

- a. Place the safety and welfare of the players/ participants above all else;
- b. Accept responsibility for all personal actions taken;
- c. Resolve any conflicts fairly and promptly through established procedures (point 8

- of this CoC);
- d. Maintain strict impartiality;
- e. Be aware of one's legal responsibilities; and
- f. Avoid any situation which may lead to a conflict of interest.

## 7. What Behaviour is in Breach of this Code?

- a. In addition to failing to comply with Clause 4, and whichever is applicable of 5 & 6, any person who does, or is involved in, any of the following types of behaviour shall be in breach of the Code:
  - (i) consuming alcohol within the boundaries of the Athletes' accommodation
  - (ii) consuming alcohol unless in an approved area, in line with relevant liquor licensing regulations;
  - (iii) being unduly intoxicated at any event venue or official and unofficial social functions of, or associated with, the event;
  - (iv) using or possessing any illegal or prohibited drug during the event
  - (v) failing to comply with a reasonable direction of an event official;
  - (vi) breaching the relevant sport, event or competition rules, regulations and/ or policies;
  - (vii) abusing, threatening or intimidating an event or competition official, selector, coach, manager or other squad official or any other participant, whether before, during or after the event or competition;
  - (viii) showing unnecessary or obvious dissension, displeasure or disapproval towards an event or competition official, his or her decision, or generally after a decision of an event, competition or team official has been made;
  - (ix) using crude or abusive language or gestures at an event, competition or towards a team official or any other person present at the event or competition (including, without limitation, a spectator, official, volunteer or participant);
  - (x) do anything which is likely to intimidate, offend, insult or humiliate another person involved in the event on the basis of their sex, disability, race, colour, age, religion, national or ethnic origin;
  - (xi) conducting themselves in any manner, or engage in any activity, whether before, during or after an event or competition (including during training and other activities), that would impair public confidence in the honest and orderly conduct of events and competitions or in the integrity and good character of university sport and its participants;
  - (xii) do anything which adversely affects or reflects on or discredits BUCS; and
  - (xiii) acting in an unlawful manner.

## 8. What happens if this Code is Breached?

- a. If BUCS (or its appointed representative(s)) receive a formal complaint, in writing, within 24 hours of the alleged breach, which it considers may be in breach of this

Code, BUCS shall:

During the course of FISU World University Modern Pentathlon Championships;

- (i) investigate the alleged breach, and if satisfied that a breach may have occurred, convene a Disciplinary Hearing consisting of the TL (the BUCS representative) in the Chair, another member of the Management Team for the sport (e.g. Coach, Physiotherapist) where available, and an athlete not involved in the case; and/or
- (ii) This committee shall have the authority to rule on matters relating specifically to the event in question and also to forward any recommendations to the BUCS' Disciplinary Committee for further consideration if necessary
- (iii) Any appeal against the decision of the hearing must be received in writing by the BUCS Office within 12 hours of the original decision being reached and will be heard by the Chief Executive or suitable nominated substitute within 24 hours of the appeal.

Prior to the event, or once the delegation has returned from the attended competition

- (i) investigate the alleged breach, and if satisfied that a breach may have occurred, refer the matter to the BUCS' Disciplinary Committee via the "Written Complaint - Bringing BUCS into Disrepute" process as outlined in the Disciplinary Procedures; and
- (ii) the hearing will be conducted by the BUCS' Disciplinary Committee.

## SCHEDULE 2

### **BUCS SPONSORS & SUPPLIERS**

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1. For avoidance of doubt, BUCS' sponsors and/or suppliers are those listed on the BUCS website.
2. The Team Member may not participate in any advertising, promotions or marketing for companies that conflict with these sponsors and/or suppliers. For the avoidance of doubt these include:
  - Branded team wear
  - Gym equipment
  - Sports equipment
  - Student Camps abroad
  - Asset Management
  - Sports pitches
  - Graduate skills development
  - E-sports
  - Quick-service restaurants