

# TGOC23 -Terms and Conditions



## About the TGO Challenge

- The TGO Challenge is a self-supported backpacking walk across Scotland, from one of 14 west coast starting points to the east coast between Fraserburgh and Arbroath.
- The 43rd TGO Challenge will be held between Thursday 11th May and Friday 26th May 2023.
- The start will be staggered over two days (Thursday 11<sup>th</sup> and Friday 12<sup>th</sup>) for a 15 day crossing.
- It is also possible to start from Saturday 13<sup>th</sup> until 5pm, Monday 15<sup>th</sup> May with a shorter period to cross as TGOC23 will finish promptly at 5pm, Friday 26<sup>th</sup> May.
- Challengers must sign out from their chosen start point either by signing the Start Register or by text if they are unable to gain entry to the start point.
- TGOC23 will be open for entries from Monday 19<sup>th</sup> September until Sunday 23<sup>rd</sup> October.
- Those who have a deferred place from 2020/21/22, Challenge volunteers and sponsors representatives along with walking partners of all these will be guaranteed a TGOC23 place should they choose to apply by completing the Entry Form.
- Places and start dates will be confirmed on 2nd November 2022 or soon after.
- Challengers are responsible for planning their own routes, which are checked by vetters who may suggest or require revisions. Full details about the Challenge, along with advice on route planning, are sent to all successful applicants.
- The Challenge is a non-competitive walking event. Routes involving running or those the Coordinators feel take undue risks will be rejected.
- The entry fee for 2023 will be:
  - £95 for new entrants.
  - £47.50 for those who deferred their 2021 place after 31<sup>st</sup> December 2020 and did not accept a place in 2022.
  - free for those who deferred their 2020/21 places on or before 31<sup>st</sup> December 2020 (and did not accept a 2022 place) or who deferred their 2022 place on or before 31 December 2021, vetters and sponsors representatives.
- Payment will be requested in early November. Those due to pay an entry fee will have 14 days in which to pay after which any places for which payment has not been received will be offered to those on the reserve list. Those without access to internet banking/payment may post a cheque, payable to Scotia Challenge Ltd, along with their entry form if using the paper version, to the Coordinators.
- The minimum age for entering is 18. There is no maximum age though older Challengers are strongly recommended to seek medical advice before entering, ensuring that their medical professional is aware of the nature of the Challenge. You should also obtain specific medical advice if you suffer from any long-term condition(s) or are unsure about your physical ability to take part.
- Challengers can participate solo or in groups of up to four people. Only one route is required for each group, however, each group member must complete their own entry form and all team members (as well as group leaders and solo participants) must have the required skills stated in the “About” section at [www.tgochallenge.com](http://www.tgochallenge.com).
- Dogs are not allowed on the Challenge.

## Your responsibilities and commitments

- By completing the application form you agree: to abide by the rules, conditions and spirit of the Challenge, as summarised in this document; to read the Event Details and Final Details, when published; and that you accept the inherent risk of mountain walking.
- Your participation in the Challenge is at your own risk. We might offer you advice on your route, but you should rely solely on your own wits and judgement of the terrain. Neither we nor the Event’s sponsors accept any liability for any damage, loss or injury, illness, mishap or death which might arise from your participation in the Challenge, however caused, other than to the extent caused as a result of our negligence.
- You will at all times during the TGO Challenge abide by all aspects of the Scottish Outdoor Access Code and you acknowledge, as stated in the code, that: “There is a longstanding legal principle called ‘volenti non fit injuria’ which means that a person taking access will generally be held to have accepted any obvious risks or risks which are inherent in the activities they are undertaking.”
- You are entirely responsible for ensuring you have a suitable level of health and fitness to take part in the Challenge. In both submitting your entry and in starting the Challenge, you are confirming this. The submission of your Medical Statement, in Spring 2023, is for use in emergency situations only and does not imply any responsibility on us in ascertaining your fitness to take part.
- You must ensure that you have the relevant skills and experience (detailed on the TGO Challenge website/Event Details) to complete an arduous 2-week backpack involving challenging and often pathless terrain. Further, you commit to carrying, and having the relevant skills to use, equipment appropriate for potentially cold, wet, windy and on occasions hot and sunny or snowy conditions. All members of a group must be competent backpackers capable of continuing independently if other team members suffer an injury or have to retire.

- If you are a first-time participant, you confirm that you have completed the Experience Form truthfully and without exaggeration. Former participants who have not completed a crossing for 3 or more years may be asked to provide details of their intervening experience.
- We recommend that all Challengers obtain travel, personal accident and health insurance appropriate to their circumstances to cover any costs incurred due to any illness or injury before or during the Challenge that may affect participation. International participants – please note you may incur charges if you require treatment by the UK NHS health services.
- You commit to being self-sufficient as you walk across Scotland. You may use paid accommodation when it is available and/or buy supplies en route or post supplies to accommodation providers. Family and friends may visit and/or join you for a few days but they must not act as a back-up crew and must not accompany you for your entire crossing unless they also have a TGOC23 place.
- You cannot participate in the Challenge without an approved Route Sheet. You commit to preparing your own route and presenting it on the Route Sheet document provided by the Coordinators. Your route must be designed by yourself (or a member of your group). Inspiration can be taken from previous Challengers' written or video accounts, but it must not be, largely or wholly, a copy of a route written/walked by another Challenger or previously successfully completed by yourself. If you have failed to complete a crossing on a previous occasion this route can be resubmitted.
- You commit to the time scales for route submission as stated in the Event Details. If you fail to submit your route or make required revisions, on the required form, by the relevant deadline you (and all members of your group) will be deemed to have withdrawn from the Challenge. First time participants should be aware it may take many weeks/months to prepare a route.
- You may be asked to revise parts (or occasionally all) of your route in which case you will need to resubmit an adjusted route sheet. We will always enter into correspondence with you if your route is not initially acceptable and will provide guidance as to the nature of changes required to make it acceptable.
- Successful completion of the Challenge requires you to walk every step from the west to east coast, with the exception of permitted ferry journeys. Travel away from your route is permitted, but not encouraged, if essential to access supplies or accommodation. Should you leave your route by any form of transport you must return to where you left it for your crossing to be valid.
- In March/April 2023 you will be asked to complete a medical statement and to provide details of at least one emergency contact, which must be someone who is not a 2023 participant. You commit to providing details of all significant or long-term medical condition(s), illness(es) and/or injury(ies) (if any) and to provide a further update to the Coordinators if there is any relevant change to your health in between submission of your initial medical statement and the start of the Challenge. If you fail to complete this statement, you (but not other members of your group) will be deemed to have withdrawn from the Challenge.
- You commit to phoning Challenge Control on each of your pre-arranged phone in days. If due to lack of access to communication methods you are prevented from phoning on the pre-arranged day, you must call at the earliest possible opportunity. Note that it is the date, not the location that is important for checking in with Challenge Control. Failure to comply with your obligations as stated in this paragraph may result in an unnecessary call to your Emergency Contact(s) and to the emergency services.
- Groups must designate a group leader who will be responsible for submitting their route and disseminating information to their group members.
- Following TGOC23 you may be requested to complete a Health and Safety feedback form. Information gained will be fed into our regular risk assessments and is important to ensure the continuation of the Challenge in future years.
- You agree to Scotia Challenge Ltd and the Coordinators holding the data provided on the entry form/route sheet/medical form.
- Participants' names, ages and hometown will be published in a list that will be sent to all Challengers by email (or post) once the payment is complete. An updated list will be issued in April. These lists will not appear on the website. If you do not want your name published, you must inform us when you submit your entry.

### **Our responsibilities and commitments**

- We reserve the right to decline an application at our discretion. This will usually be on the grounds of insufficient experience or previous unacceptable behaviour.
- We will send all correspondence by email. Anyone not able to receive emails should contact us and we will arrange for all correspondence to be posted.
- We will acknowledge your entry, route submission and any other correspondence, usually within 48 hours. If you have not heard from us within 4 days you should check your spam folder and then contact us at newtonmorehostel@gmail.com or on 07786628105 or 07769952085.
- We commit to keeping your data securely and to abide by GDPR regulations. Medical/emergency contact data will be deleted as soon as reasonably practical after the Challenge. Contact details may be kept for up to 4 years and intermittently be used to inform you of Challenge news. At your request, we will delete your data. If this is done before you complete TGOC23 you will be deemed to have withdrawn.
- We will provide comprehensive details of the Challenge, guidance on preparing a route following the confirmation of places,

and further details prior to the Challenge. We will also be available by email/phone if additional advice is needed.

- We will arrange for a route vetter to review your proposed route and assess its feasibility/suitability for your experience levels, and we will check their notes before sending them to you. Vettors will make relevant comments to the best of their knowledge, but it must be noted changes may have occurred of which they and we may not be aware (e.g. bridges lost, new deer fences) and in remote unfrequented areas current knowledge may be several years old. Vetting notes only provide guidance on the apparent suitability of your route; they do not imply any responsibility on us as to your safe execution of the route.
- We will perform regular risk assessments and inform Challengers of any specific actions needed.
- During the Challenge we will ensure Challenge Control is staffed by suitably experienced volunteers in order to monitor your progress and offer support when needed. They will work to agreed procedures/protocols as per the Challenge's Safety Management Plan.

## Cancellation, withdrawals, and retirements

- There will be a "cooling off" period after payment until 14th December 2022 during which any fee paid will be refunded should you wish to withdraw.
- If you withdraw after the cooling off period (whether actively or by default in accordance with this document) for any reason your entry fee is not refundable, and no deferrals or substitutions/transfers are allowed.
- If you have to withdraw from the Event prior to the start of the Challenge, you must inform the Coordinators.
- You must inform Challenge Control as soon as possible if you retire from the Challenge.
- We will make reasonable efforts to ensure TGOC23 has the best chance of going ahead but all involved must accept there is a small risk of cancellation or postponement which cannot be insured against. In the event of cancellation all entrants with TGOC23 places will be offered a place on TGOC24 at a discount of 50%. This is to ensure the continuation of the Challenge as significant costs, which cannot be recouped, will have been incurred.
- We reserve the right to remove or disqualify you from the TGO Challenge if you:
  - behave in a way which risks or causes offence, illness or injury to yourself, others or the environment including the use of illicit drugs or drunken behaviour
  - fail to start on your designated day or are unable to make sufficient progress in order to finish within your allotted time
  - fail to make suitable efforts to report to Challenge Control by phone or text on pre-arranged dates
  - are accompanied by someone who is not a Challenge participant for the majority of your crossing or a dog; or
  - commit any other breach of the spirit or rules of the Event as outlined in this document, the Event Details and/or the Final Details.
- We strongly advise you take out travel/cancellation insurance as Scotia Challenge Ltd will not be liable for any costs incurred, whether direct (e.g. the entry fee) or indirect (e.g. travel/accommodation) in the event of any cancellation, withdrawal or retirement.

## General

- If there is any inconsistency between this document and the Event Details or Final Details, this document shall take precedence to the extent of that inconsistency.
- The contract between us shall be governed by Scottish law and shall be subject to the exclusive jurisdiction of the Scottish courts. If any provision of this document is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.
- The contract created by this document is not intended to be enforceable by any person who is not party to it.
- If you are found to be in breach of any term of this document, we reserve the right to exclude you from participation in this and future Challenges.

## Definitions

- "Challenge Control" - the control centre that acts as a focal communications point for Challengers during the Challenge for safety, advice and coordination
- "Challenge Control Staff" – those volunteers working at Challenge Control during the Challenge
- "Challengers" - those taking part in the Challenge
- "Challenge", "TGO Challenge" and "TGOC23" - the TGO Challenge event of backpacking across Scotland and references to "TGOC23" refer to the Challenge of a specific year (i.e. TGOC23 = the 2023 edition of the Challenge)
- "Coordinators" – those personnel appointed by Scotia Challenge Ltd to organise, manage and deliver the Challenge
- "Event Details" and "Final Details" – the documents we send to all Challengers that provide information and advice on, amongst other items, the planning and execution of the Challenge
- "we", "us" and "our" – refers to Scotia Challenge Ltd and the Coordinators and depending on the context may include its representatives and volunteers (such as route vettors and Challenge Control Staff)
- "you" "your" - the Challenger.