

## Terms and Conditions

### Section 1

- **Membership Types**

You must be over 18 years of age to commit to being a Beginners2Runners member.  
(Agreement *MUST* be consented by either parent or guardian if under the age of 18)

- **Pay As you Go**

- The pay as you go membership requires no commitment. In return for your session fee 'we' will supply an insured, structured session. To upgrade to our gold membership, you must email [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk)

- **Gold Membership**

- The gold membership is a monthly membership that involves commitment of one month only in advance by direct debit collected by GoCardless. The payment will be collected around the 1<sup>st</sup> of the month. By using any of Beginners2Runners running clubs and/or paying membership fees you accept the above membership conditions as well as the full terms and conditions of Beginners2Runners and will adhere to them accordingly.

- **Paused Membership**

- Paused memberships are for gold members that have become injured, long term sick or have become subject to hardship. This membership is available for between 1 and up to 3 months. The charge levied for this is £5 per month. At the end of the 3 months this membership will revert to the membership prior to it being paused. To pause your membership, you request it by emailing [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk).

- **Adult Student Membership**

- The adult student membership is available to full time students only. This membership type requires proof which must be emailed to [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk). This membership type has the same conditions imposed upon it as the Gold membership.

- **Child**

- There are 2 types of child memberships; child under 14 years old, whom must be accompanied with an adult at all times and child 14-18

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years old. Both of these membership types are classes as and have the same conditions as the Gold membership.

- Over 65
  - The over 65 membership is available to those age 65 and over only. This membership type requires proof which must be emailed to [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk). This membership type has the same conditions imposed upon it as the Gold membership.

## Section 2

- Membership Terms
  - General
    - In these terms and conditions ('you' and 'your') means you the member, ('we' 'us' and 'our') means Beginners2Runners.
    - All memberships are subject to: (1) these Terms and Conditions of Membership; (2) the General Terms and Conditions of Use of any of the Beginners2Runners clubs and events; and (3) the rules and regulations issued by individual Beginners2Runners venue from time to time. By agreeing to become a member of Beginners2Runners, you accept and agree to comply with all terms, conditions, rules and regulations. These terms and conditions take precedence over any previous terms and conditions or any oral representations made.
  - Membership
    - We offer different types of running membership (fees vary between membership types and locations):
      - 2.1 Pay as You Go Membership
      - 2.2 Monthly Membership
        - 2.2.1 Gold Membership
        - 2.2.2 Paused Paid Membership
        - 2.2.3 Adult Student Membership
        - 2.2.4 Child Membership
        - 2.2.5 Over 65s Membership

○ Notices

- 2.1 The Pay as You Go Membership is paid in cash or card (available at selected clubs only) This type of requires no notice period. If you no longer want to attend any Beginners2Runners sessions, you don't need to take any action.
- 2.2 The monthly membership options have a commitment of one month only and the commitment period begins on your membership start date. Your commitment renews every month on the 1<sup>st</sup> of the month.
  - 2.2.1.1 If you cancel your direct debit during the month, all unpaid monthly instalments that are due shall become immediately due and payable by you.
  - 2.2.1.2 A paused membership will last for a maximum of 3 months, after this time the membership will automatically revert back to the previous membership type. This membership requires 1 month notice as will old gold memberships.

○ Choice of Home Club

- When you sign up as a Gold member you will be required to select the club you intend to join, your 'home club'. This is where items of clothing, virtual medals and any correspondence will be sent. You are able to attend any Beginners2Runners venue at any time.

○ Changes

- Terms and Conditions
  - We will give you at least 14 days' notice, or less if it is not reasonably practicable to give 30 days' notice, in respect of any change to your membership conditions.
- Cancelling or Changing Your Membership
  - Any change to your membership must be made by you. Cancellations must be made by the 20<sup>th</sup> of the month by sending an email to [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk).

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Changes to your membership requested after 20th of the month will not be valid until the following month.

- **Changing your Details**
  - It is your obligation to ensure that your contact details are up to date. Please ensure any changes to your postal or email address or telephone number are altered on Rider HQ ([www.riderhq.com](http://www.riderhq.com)). We cannot be responsible for any communications that you do not receive because you did not update your contact details with us.
- **Pricing**
  - We reserve the right to increase prices of the membership at any time. We will give you at least 30 days' notice of any price change.
  - We reserve the right to pass on in full and changes in the prevailing rate of Value Added Tax (V.A.T.).
  - When a price increase is made you are bound by the same one months' notice as you would ordinarily.
- **Using the Club**
  - **Members' Access**
    - Upon registration you will receive a QR code by email, this can also be found by logging onto Rider HQ. You are required to bring this to all Beginners2Runners sessions.
    - We reserve the right to refuse to allow you to run if you attend without your QR code.
  - **Using Other Clubs**
    - A Gold membership enables you to attend any Beginners2Runners sessions. This includes running, fitness walking and boot camps but excludes races and events, although you may be entitled to a Gold member discount on occasion.
  - **Children**
    - All children aged 13 and under must be supervised at all times by a parent or guardian, aged 18 or over.
    - All children aged 14 and over must have a parent or guardian running at club but it is not necessary for them to be on the same run.
    - Each adult at the club can bring a maximum of 3 under 13 and under to a Beginners2Runners session.
    - Children remain the responsibility of their parent or guardian at all times while at a Beginners2Runners session and their



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parent or guardian agrees to ensure that each child adheres to the applicable terms, conditions, rules and regulations.

- **Smoking**
  - Smoking and the use of vapours is prohibited in all areas of Beginners2Runners sessions.
  
- **Personal Belongings**
  - We do not accept liability for loss, theft or damage to any personal belongings.

## Section 3

- **Terms of Use**
  - **General**
    - **Health**
      - Before taking part in any Beginners2Runners session you must make the manager or team leader aware of any health conditions you may have.
      - Prior to signing up to a Beginners2Runners membership you will be asked to complete an online health declaration.
      - Whilst running with Beginners2Runners you accept responsibility for you own health. You should not take part in any session if you are not healthy enough to take part. If you suffer any unusual symptoms you must stop the activity and tell a manager or team leader.
      - You must not attend a Beginners2Runners session if you are suffering with any infectious diseases or conditions.
    - **Other**
      - You must behave appropriately, respectfully and dress appropriately whilst at Beginners2Runners sessions.
      - It may be necessary for us to close or withdraw all or any part of or sessions at any of our Beginners2Runners venues. Warning will be given.
  - **Car Parking**
    - Cars are parked at the owners risk. We do not accept liability for any loss or damage to vehicles or personal belongings.

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- Car parking is not guaranteed at any of the Beginners2Runners venues.
- Photography and Videos
  - You must not take photographs of any other members without their express consent.
- Social Media
  - All of our Facebook groups are closed groups. With this in mind we operate a safe environment for our managers, team leader and members. As part of that safe environment we ask all members to use social media in an appropriate manner, having regard to other individual's privacy.
  - Any use of social media identifying our managers, team leaders or our members or revealing their personal details will be taken as a serious breach of these terms and conditions and may result in your membership being terminated.
  - Unsolicited contact of any kind will not be tolerated. This will lead to your membership being retracted and your removal from all Beginners2Runners groups and pages.
- Termination/Suspension
  - We reserve the right to terminate membership for any of the following:
    - breach of rules and regulations;
    - serious breach of these General Terms and Conditions of Use;
    - conduct which, in our reasonable opinion, is damaging to the character or interest of Beginners2Runners, or is offensive to other members, team leaders or managers, hazardous to the health and safety of other members, team leaders or managers or of significant impediment to the enjoyment of other members.
  - We retain absolute discretion to reject any application or renewal of membership without giving any reason for doing so. Although if you feel that our actions are against the law and we have discriminated against you because of any of the protected characteristics as described under the Equality Act 2010.
  - Membership of Beginners2Runners may be suspended by us if there are any irregularities regarding payments. We reserve the right to appoint a third party to recover outstanding membership fees. Access to any of our session may at our discretion be denied until these issues have been resolved. If



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we think it is appropriate, acting reasonably and at its own discretion, the membership will be terminated.

### ○ Liability

- We do not accept liability for any loss or damage to your property that may happen whilst at any Beginners2Runners session, unless such loss or damage is caused by our negligence.
- Nothing in these General Terms and Conditions of Use, or the rules and regulations of individual Beginners2Runners sessions, is intended to limit or exclude Beginners2Runners liability for death or personal injury caused by its negligence, or any liability for fraud.

- Nothing in these General Terms and Conditions of Use, or the rules and regulations of individual Beginners2Runners venues, is intended to limit or exclude any rights that members have as consumers.
- We are not responsible for any harm that you suffer as a consequence of using Beginners2Runners venues and their facilities, unless such harm is caused by our negligence.

### ○ Data Protection

- We agree to comply with all relevant Data Protection Legislation which for the purpose of this Agreement shall mean the UK Data Protection Legislation and any other European Union legislation including the General Data Protection Regulation 2018 relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)
- We hold any information that you provide to us in accordance with our privacy policy on our website.

### ○ Governing Law

- These terms and conditions and any disputes shall be governed by English Law and the parties submit to the courts of England and Wales.

## Section 4

- Direct debit Guarantee
  - This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If there are any changes to the amount, date or frequency of your Direct Debit, Beginners2Runners will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Beginners2Runners to collect a payment, confirmation of the amount and date will be given to you at the time of the request. In an error is made in the payment of your Direct Debit, by Beginners2Runners, or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when Beginners2Runners asks you to. You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

## Section 5

- Beginners2Runners Vouchers
  - Money off vouchers
    - Vouchers can only be used once and must be used on the online shop. Offer cannot be used in conjunction with any other promotion. One voucher per person. This offer can be withdrawn an anytime at the discretion of the management. No change will be given and no reproductions of the voucher will be accepted. Subject to change and availability. Voucher can only be used in Beginners2Runners members.

## Section 6

- Membership Benefits
  - Gold membership
    - Benefits for the gold membership are the following;
      - A green Beginners2Runners t-shirt when ordered through the shop using the code detailed in the welcome email.
      - The ability to visit any Beginners2Runners session, excluding events.
      - The ability to visit any Beginners2Runners bootcamps, which are at selected venues. See the website for more details.





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- Discounts on some virtual runs and events.
- Discounts on some external races, check each race. Beginners2Runners is not England Athletics affiliated but, on many occasions, can achieve bigger discounts than those achieved by affiliated running clubs.
- This list is not an exhaustive and discounts will be emailed to Beginners2Runners Gold members as and when they have been gained.

## Section 7

- Membership Upgrade
  - Membership upgrade from Pay as You Go to Gold membership can be done by emailing [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk). You should allow 3 working days for your account to be upgraded.

## Section 8

- First Session Free
  - The first session free is a promotion that can only be used once per person.
  - This session if it is on the first night of beginners is a taster session that is a shorter version of one of our sessions and is to introduce you to what a Beginners2Runners session entails.
  - Once you have been to the session you should visit [www.beginners2runners.co.uk/whatnext](http://www.beginners2runners.co.uk/whatnext) to register as either Pay as You Go or as a Gold member. On your second session you must bring a QR code with you obtained by registering.
  - If you are attending using the first session free special offer mid-way through the beginners course or are attending a session and joining one of our runs for graduates, the session will be a standard session. On your second session you will require a QR code to sign in.

## Section 9

- Events
  - Our events are run by an external company JB<sup>2</sup> on behalf of Beginners2Runners, unless otherwise stated. All



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communication should be directed to them at  
jinx@beginners2runners.co.uk.

## Section 10

- Promotions
  - New member joining offers
    - As a new member you will receive the first month at the special rate of £13.50. This includes the fee for the Gold membership t-shirt, as ordered by the website. This covers from the second session to the last day of the month. On or around the first of the month, £18.99 will be debited from your account by direct debit for the upcoming month. This is the monthly membership fee and will renew monthly until you cancel as per the instructions emailed to you.
  - Refer a Friend Terms
    - To join under the Beginners2Runners 'Refer a Friend' scheme you must:
    - Have not been a member of Beginners2Runners previously.
    - Have been referred by a current Gold member of Beginners2Runners.
    - Agree to remain a member for 2 months.

## Section 11

- Club Access
  - Access to all Beginners2Runners sessions is by a valid QR code – entry may be refused if you cannot present your QR code.

## Section 12

- Free T-Shirt
  - The 'green Gold member' t-shirt is available to members that sign up to the Beginners2Runners Gold monthly membership. The t-shirt must be ordered online using the link within the membership confirmation email.
  - This offer is limited to one per member.
  - Exchanges can be made if the t-shirt is the wrong size as long as it hasn't been worn.
  - Any enquiries should be made to [clothing@beginners2runners.co.uk](mailto:clothing@beginners2runners.co.uk)

## Section 13

- Site Use

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- [Beginners2runners.co.uk](http://Beginners2runners.co.uk) is a Site operated by Emage.
- **Site Changes**
  - We aim to update our Site on a regular basis and may change the content at any time without warning. The material on our Site may be out of date at any given time, and we are under no obligation to update such material.
- **Reliance on information**
  - Blogs, links, commentary and any other materials posted on our Site are not intended to amount to advice upon which any reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by visitors to our Site.
- **Intellectual Property Rights**
  - We are the owner or the licensee of all intellectual property rights on our Site, and in the material published on it. These works are protected by copyright laws. All such rights are reserved.
- **Our Liability**
  - You agree that we will not be liable for any direct, indirect or consequential loss arising from the use of the information and material contained in this website or from access to other material on the Internet via web links from this Site.
- **Information about you and your visits to our Site**
  - We process information about you in accordance with our privacy policy.
- **Material uploaded to our Site**
  - We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.
  - We have the right to remove any material or posting you or anyone else makes on our site.
- **Links to our Site**
  - You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. To discuss links and endorsements contact [steve@beginners2runners.co.uk](mailto:steve@beginners2runners.co.uk)
  - We reserve the right to withdraw linking permission without notice.

■ **Links from our Site**

- Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. These are not to be copied unless permission is sought from the owner. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

■ **Viruses, hacking and other offences**

- You must not misuse our Site by knowingly introducing viruses, trojans, worms, or other material which is malicious or harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.
- By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

- We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

■ **Jurisdiction and applicable law**

- The English Courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
- These Site use Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation



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(including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of England and Wales.

■ **Variations**

- We may revise these terms of use at any time by amending this page. You are encouraged to check this page regularly and to take notice of any changes we have made, we will endeavour to email you any changes that are made as they are binding on you. Some of the provisions contained in these Site Use Terms may also be superseded by provisions or notices published elsewhere on our Site.

To dispute or enquire about any of the terms and conditions described within this document contact us via email at [office@beginners2runners.co.uk](mailto:office@beginners2runners.co.uk)