

# Beginners2Runners Terms and Conditions

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## **Section 1**

*(Membership Types)*

**You must be over the age of 18 in order to commit to a Beginners2Runners Membership**  
*(Child memberships should be consented to and completed by a parent or guardian over the age of 18)*

### **Pay As You Go (PAYG)**

Our PAYG membership requires no commitment and no notice periods. In return for your session fee 'We' will provide you with a safe, insured and structured running session. To upgrade your membership, you must email [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk).

### **Adult Gold Membership**

The Gold membership is a monthly membership, it is a legal commitment by 'you' to 'us'. The membership fee is collected from you on our behalf by GoCardless on or around the 1<sup>st</sup> of each month. There is a mandatory notice period of one month, which will always result in one final payment of £18.99 being taken on or around the first of the month following your notice being provided.

By creating your Beginners2Runners membership you agree to be bound by these terms and conditions and will adhere to them accordingly.

### **Adult Student Membership**

This membership option is available to full time students only. This membership requires proof of your full-time education status, this can be in the form of a NUS card, ID card or a letter from an education establishment. This proof must be emailed to [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk) – Save for the discounted price, this membership has all the benefits and same terms and conditions as an Adult Gold membership.

### **Child Under 14 Membership**

Children under 14 may attend our club however, they must be accompanied by a parent or guardian at all times. They must be in the same running group as their guardian and run alongside the parent/guardian.. Should they be unable complete the run or need to return to base for any reason the guardian must sacrifice their run and escort their child back. It is not the responsibility for a team leader or manager to supervise your child, discipline or chastise in any way. This is your responsibility and for this reason the membership is significantly reduced to reflect this.

Your child must be well behaved, non-intrusive and under your control. Should a manager feel that your child is not any of the above they are well within their rights to refuse further attendance, this should be respected.

Not all Beginners2Runners staff are DBS checked, for this reason you should assume that our staff are not and safeguard your own child at all times. Our staff are instructed to never have one to one contact with any member, especially children or vulnerable adults. Please do not attempt to put them in an awkward position.

### **Child Over 14**

Over 14 membership means that the child may run alone without their parent or guardian on the same route as them. The child is deemed as mature enough to follow the instructions of our staff. A parent or guardian must be at the Beginners2Runners club and contactable via phone at all times.

Your child must be aware of the safeguarding restrictions of our team leaders, primarily that our staff are not allowed at any time to be alone with them. Should this happen they must immediately bring it to their parent and managers attention.

As their parent or guardian, you must take full responsibility for your child's safeguarding. Please ensure that inappropriate friendships are not formed with other members/staff and that your child is aware of internet safety etc.

### **Over 65 Membership**

This should be considered exactly the same as an adult gold membership, just subsidised as a concession to those in excess of 65 years of age.

## **Section 2**

### **(Membership Terms)**

#### **General**

In these terms and conditions ('You' and 'Your') means you the member and ('we', 'us' and 'Our') means Beginners2Runners.

All memberships detailed above are subject to:

- (1) These terms and conditions of membership
- (2) The general terms and conditions of use at and Beginners2Runners clubs or events
- (3) The rules and regulations issued by individual Beginners2Runners venues 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 membership (fees vary between membership types and locations).

2.1 – Pay As You Go membership (PAYG)

2.2 – Monthly Membership

2.2.0.1 Gold Membership

2.2.0.2 Paused Membership

2.2.0.3 Cancelling membership

2.2.0.4 Notice period

2.2.0.5 14 day cooling off period

2.2.0.6 Updating your membership details

2.2.0.7 Pricing

2.2.0.8 Choice of home club

2.2.0.9 Changes to terms and conditions

2.2.1.0 Upgrading membership

2.2.1.1 Use of clubs

##### **2.2.0.1 Gold Membership**

Our monthly membership options have a commitment of one month, the commitment period begins and renews on the 1<sup>st</sup> of each month. They require one month's notice to cancel. Details on the process will be outlined in section 2.2.3 below.

They require the payment to be collected via direct debit, this service is provided by GoCardless.

### **2.2.0.2 Paused Membership**

Should you become injured or unable to run and require a number of weeks of rest to heal you may request to pause your membership for a period not exceeding 3 months.

Your monthly payment will be reduced to £5 per month for this period, delaying your final payment of £18.99 that would have been due should you have cancelled your membership. You may return at any time, simply contact us and advise that you wish to resume your membership. However, at the end of the 3-month period you are still unable to run you will be required to pay the final fee of £18.99, equivalent to 1 months' notice at normal membership rate.

The spirit of this option is to allow genuinely injured people to take a few weeks off running and then return. Not in order to avoid paying your notice period.

To pause your membership please email [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk)

### **2.2.0.3 Cancelling Your Membership**

To cancel your membership you must email [cancellation@beginners2runners.co.uk](mailto:cancellation@beginners2runners.co.uk), you will receive an automatic email in response with full instructions how to put your membership on notice. **It is your responsibility to ensure that you have followed this step.** If you have any problems with this you must contact us.

**Under no circumstances should you cancel your direct debit**

Should you cancel your direct debit during the month, any and all membership payments owed will immediately become due. Should you fail to respond to our emails notifying you of our inability to collect your membership payment. We will refer the matter to debt recovery who reserve the right to add fees on top of the original amount owed.

### **2.2.0.4 Notice Period**

ALL memberships except PAYG have a one month notice period, this is mandatory. Your one-month notice begins from the time you log into RiderHq (Our membership management system) and select to cancel your membership (as per 2.2.3).

- You WILL ALWAYS make one final payment to Beginners2Runners within that month period.
- You are welcome to use your membership until it expires. At the end of the notice period your membership will change automatically to PAYG.

- There is no requirement to cancel your direct debit, however you may do so only after your membership has changed to PAYG.
- It is your responsibility to cancel your membership when you no longer require it. Lack of attendance does not constitute notice being given. We have no duty to contact you, remind you or encourage you to make use of or cancel your membership.
- It is your responsibility to check your bank statement to ensure that you have not overpaid, or that you have made an error in the cancellation process and continued to pay. We will not repay more than one month's overpayment as it is YOUR responsibility to monitor your bank account and report to us any errors.
- **The only way in which to give notice is to email [cancellation@beginners2runners.co.uk](mailto:cancellation@beginners2runners.co.uk) as per 2.2.3 –**

Notice to cancel **has not** been given if:

- *You tell a manager or team leader you are leaving*
- *You receive the email instructions as per 2.2.3 and fail to follow the instructions correctly*
- *You have been unable to attend for ANY reason (including injury/illness).*
- *Forgot you had a membership*
- *You have sent the request to cancel to any other email address other than [cancellation@beginners2runners.co.uk](mailto:cancellation@beginners2runners.co.uk) any delay to your cancellation or addition cost to you incurred by sending to the wrong address is YOUR RESPONSIBILITY*

Notice period examples -

#### **Example 1**

*Cancel on RiderHq as per 2.2.3 on 2<sup>nd</sup> January - Last payment will be 1<sup>st</sup> February – last day of membership is 28<sup>th</sup> February.*

#### **Example 2**

*Cancel on RiderHq as per 2.2.3 on 29<sup>th</sup> January – Last payment will be 1<sup>st</sup> February – Last day of membership will be 28<sup>th</sup> February.*

#### **2.2.0.5 Cooling off period**

We want you to be certain that you love Beginners2Runners and feel confident in your decision to become a member of our club. We understand you can rush home and excitedly sign up to becoming a member and then change your mind a few days later. Therefore, we are pleased to offer you a 14 day cooling off period. During this time you may email [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk) and request to have your membership cancelled. We will not require notice from you.

We will refund any money you have paid, less: -

- £5 per session attended following your first free session (this is up to the value of any money paid to us by you). We are entitled to charge for services you have received.
- If you have ordered and received a FREE members T-Shirt, this must be returned to us in a clean and un-used state. We cannot restock used sports garments due to hygiene. If you cannot do so we will deduct £9.99 from your refund to cover the cost of the garment. We will not process your refund until we have received and inspected this garment. You acknowledge that we have the final decision to decide whether the garment is unused.
- Once the 14-day cooling off period has elapsed you must give notice as per 2.2.3 above.

#### **2.2.0.6 Updating your membership details**

You are obliged to ensure that your membership record is as accurate as possible. This includes telephone numbers, address, Next Of Kin details, Medical history etc.

We cannot and will not be held responsible for any communications you have not received due to inaccurate information held on our membership database.

If you would like assistance in updating your record you may email [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk) at any time for help and instruction.

#### **2.2.0.7 Pricing**

We reserve the right to increase the price of membership at any time. You will receive at least 30 days' notice of any price change.

We reserve the right to pass on in full any changes to the prevailing rate of Value Added Tax (V.A.T)

If a price increase is made you are still bound by the same, 'One Months Notice' to cancel as you would ordinarily be.

#### **2.2.0.8 Choice Of home Club**

When joining our club as a member you will be required to select the club you intend to join, this will be your "Home Club". This is where items of clothing, virtual medals and any correspondence will be sent.

This does not affect your ability as a Gold member to attend any of our Beginners2Runners clubs at no additional cost.

#### **2.2.0.9 Changes to terms And Conditions**

We will provide you with no less than 14 days-notice to any significant changes to our terms and conditions. We recommend your regularly check the terms and conditions to ensure

you are sure of all processes and responsibilities placed on you as a member. If you have any questions at all you may email [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk) and we will be happy to help or explain any part of this document.

2.2.1.0 –

### **Membership Upgrade**

A member may upgrade from PAYG to Gold membership at anytime by emailing [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk) this will be processed as soon as possible.

### **2.2.1.1 Use Of Clubs**

#### ***Members Access***

- Upon registration you will receive via email a QR code. This also can be located by logging into your RiderHq account. You are required to bring this to all Beginners2Runners sessions. This can be a screenshot on your mobile phone OR a print out.
- We reserve the right to refuse to allow you to use our services if you attend without this code

#### ***Using Other Clubs***

- As a member you may attend any session at Beginners2Runners club. This includes running, fitness walking, boot camp. This however excludes races and events.



## **Section 3**

### **(General Terms Of Use)**

#### **Health**

- You agree and acknowledge that Beginners2Runners cannot possibly be aware of the medical conditions and status of all of our members. Therefore, the onus is on YOU to ensure that you are medically fit to take part in our sessions. If you are unsure in any way you should seek the advice of your GP.
- During the membership sign up process you have completed a declaration that you are medically fit and able to take part in physical activity.
- AT ALL TIMES you remain responsible for your own health. Beginners2Runners accepts no responsibility in ensuring you are fit or well enough to run. We are not medical professionals and are unqualified to advise whether running is recommended.
- YOU MAY WITHDRAW from the session at ANY time. If you feel unwell or unable to continue. There is no pressure on you to take part. We will arrange for your transportation back to base.
- Please bring to the attention of the leader in charge should you have a medical issue that may put you at higher risk of medical incident, such as heart, lung, balance, brain disorders or illnesses.
- Your membership MUST be kept up to date with medications, health conditions and Next of Kin. In the event of an emergency we will pass these to the emergency services. We will also call and inform your next of kin.
- In the event of accident or medical incident at Beginners2Runners you acknowledge that the staff have no duty to attend hospital/escort you to hospital.
- You MUST NOT attend Beginners2Runners if you are suffering with a contagious illness, disease or condition that may put other members at risk of harm.
- AT ANY TIME, a Manager or Team Leader can advise you to stop running or restrict the options available to you if they feel you are not able to complete the activity, or it would be injurious to your health.
- A manager reserves the right to refuse your attendance if they feel that you have a medical condition that requires treatment and running would be harmful. The manager is within their rights to request proof from a DR or medical professional that you are fit to run.

- Our Team have limited first aid knowledge and are not qualified in medicine/osteopathy/sports injury. Therefore are unable to diagnose or treat any injury. Any advice given is on a general basis only and should always be checked with a medical professional.

### ***Standards of behaviour***

Beginners2Runners is a friendly and safe community open to all. We expect people to act in a friendly and inclusive manner at all times. If we feel that your conduct is: -

- Abusive
- Argumentative
- Racist
- Homophobic
- Unfriendly
- Disrespectful
- Inconsiderate
- Rude
- Harassing or distressing
- Criminal
- Sexual - IE inappropriate comments, wearing inappropriate clothing, unsolicited messages/photos being sent to members.

OR

- You are intoxicated through drink or drugs
- Smoking at club
- You are barred from being in proximity to children or vulnerable adults

This list is not exhaustive and Beginners2Runners reserves the right to withdraw your membership for any reason.

We may withdraw your membership and you will not be reimbursed/refunded. You will not be required to provide a notice period.

The withdrawal of membership decision will be made by the manager of the venue. You may appeal this decision if you feel it is unjust by emailing [membership@beginners2runners.co.uk](mailto:membership@beginners2runners.co.uk) your appeal will be escalated to a senior manager at Beginners2Runners, who will review the decision. The determination made by the senior manager is final.

If your membership is withdrawn, then you will be excluded from all of our locations and you MUST NOT attend.

If following your membership being withdrawn, you attend club, you are doing so as an uninvited guest. The police will be called, and you will be removed. Should you cause a breach of the peace you may render yourself liable to arrest.

### **Smoking**

At Beginners2Runners we promote healthy living and lifestyle. Smoking is prohibited at all of our venues and events. Anyone found smoking could have their membership revoked.

### **Alcohol/Intoxication**

You MUST NOT attend Beginners2Runners if you are intoxicated through drink or drugs (prescription or otherwise). Should a manager or Team Leader suspect that you are under the influence you will be asked to leave. This may be grounds for membership revocation.

### **Safety and Equipment**

*You must wear appropriate clothing, trainers and any safety equipment as directed by the club manager. For example from the 1<sup>st</sup> of September HiViS vests must be worn at club. We respectfully request that you do not wear orange clothing as this colour is used to identify our staff*

### **Social Media**

We have many Facebook groups and pages. We expect the same standards of behaviour in the virtual/online world as we do in the physical world.

Photos uploaded to our Facebook groups are done so knowing and giving permission for Beginners2Runners to share them with others. This can be done as a friendly congratulatory post or to help showcase our club through advertising.

Should your standards of behaviour fall below those outlined above you will be removed/blocked from our social media and have your membership revoked.

### **Photography and Videos**

Beginners2Runners take lots of photos and videos at club and when running. This is to showcase our club and provide engaging content. You agree that we can take these photos. If for any reason you wish to not be in a photograph or video please advise the photographer.

If you are taking a photo at Beginners2Runners please obtain the express consent of those in the photograph.

### **Car Parking**

Cars are parked at the owner's risk. We do not accept any liability for loss or damage to vehicles or personal belongings. You should always park your cars respectfully and for consideration for local residents. We do offer a key box which you may place your car key in for safe keeping. This is done at your own risk. Everything within our power will be done to

store securely however you acknowledge that there is a risk of loss or theft and take such risk knowingly and will not hold Beginners2Runners responsible for any financial loss you incur.

### ***Liability***

We do not accept liability for any loss or damage to your property that may happen whilst at Beginners2runners, unless such loss or damage has been caused by our negligence.

Nothing in these terms and conditions 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, our venues or services. 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 Regulations 2018.

- We will use your data to administer your membership
- Contact you in relation to Beginners2Runners products and services
- In the event of an incident in which we need to provide your details to emergency services and/or make contact with your NOK (Emergency contact)

We WILL NOT

- Sell your data or pass on to a third party supplier without your express consent.

### ***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**

### ***Vouchers***

Vouchers may only be used on one occasion and must only be used in our online shop. These cannot be used in conjunction with any other offer or promotion. This offer may be withdrawn at any time 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.

## **Section 6**

### **Gold Membership Benefits**

- Green Beginners2Runners T-Shirt when ordered through our online shop using the code detailed in your welcome email.
- You may attend ANY Beginners2Runners venue or session. Excluding events.
- Discounts on some virtual runs and events
- Discounts on some external races - Beginners2Runners is not UKA affiliated. However, on many occasions we achieve discounts for races that far exceed those discounts

## **Section 7**

(Promotions)

### **First Session Free**

- The first session FREE promotion can only be used once per person

- Once you have received your free session you should visit [www.beginners2runners.co.uk/whatnext](http://www.beginners2runners.co.uk/whatnext) to register as either a gold member or PAYG member. On your second session you must bring your QR code which is obtained by registering online as a member

### **New Member joining offer**

As a new member you will receive the first month at the special rate of £13.50. We also include a free T-Shirt as part of this offer (ordered via our website). This payment covers from your second session until the last day of the month.

On or around the 1<sup>st</sup> 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 your membership as per 2.2.0.3 detailed above.

### **Free Club T-Shirt**

- The green club T-Shirt is available for free to members that sign up to the Beginners2runners gold membership option.
- The T-Shirt must be ordered online by visiting the Beginners2Runners shop, link is included in members welcome email.
- This offer is limited to 1 T-Shirt per member
- Exchanges can be made if the wrong size is ordered
- T-Shirts must be ordered within 3 months of joining as a member, this cannot be backdated.
- All clothing enquiries should be directed to [clothing@beginners2runners.co.uk](mailto:clothing@beginners2runners.co.uk)

## **Section 8**

(Events)

Our events are organised by an external provider, JB2 on behalf of Beginners2Runners. Communication should be directed to [jinx@beginners2runners.co.uk](mailto:jinx@beginners2runners.co.uk)

## Section 9

(Website)

Our website is operated by EMAGE

### Site Changes

We aim to update our website on a regular basis and we may change the content at any time without warning. The material on our website 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 and licensee of all intellectual property rights on our site and the materials 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 weblinks from this site.

### Information about you and your visits to our website

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 the site. We reserve the right to remove any material or posting you or anyone else makes on our site.

### Links to our website

You may link to our home page, provided you do so in a way that is fair, legal and does not damage our reputation or take advantage of it. 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. We reserve the right to withdraw linking permission without notice.

### Links from our website

Where our site contains links to other sites and resources provided by third parties, the 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 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 distributed denial-of-service attack.

By breaching this position, you would commit a criminal offence under the computer misuse act 1990. We will report any such breach to the relevant law enforcement authorities, we will cooperate 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 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 the site or to your downloading of any material posted on it, or 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 conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

### **Section 10**

(Variations to Terms and conditions)

We may revise any of the above terms and conditions at any time by amending this document. You are encouraged to check this page regularly and to take notice of any changes that are made. We will endeavour to email you any changes that are made as they are binding on you.

To dispute or enquire about any term or condition described within this document please email [office@beginners2runners.co.uk](mailto:office@beginners2runners.co.uk)