

Beginners2Runners Terms and Conditions

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Section 1: General

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

All memberships detailed are subject to:

- (1) These terms and conditions of membership
- (2) The general terms and conditions of use at 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.

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)

Section 2: Membership Types

We offer different types of membership (fees vary between membership types)

All of our membership options require an account to be created via RiderHQ and proof of membership to be shown before each session.

2.1 Adult Monthly Membership:

Joining fee £13.50 Monthly fee £18.99.

The Adult Membership is a monthly recurring membership. It is a legal commitment by 'you' to 'us'. The monthly membership fee is collected from you on our behalf by GoCardless on or around the 1st 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 as per Section 3.

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

2.2 Over 65 Monthly Membership

Joining fee £10.00 Monthly fee £15.00

Save for the discounted price for those aged 65 and above, this membership has all the benefits and same terms and conditions as an Adult Membership.

We reserve the right to ask for proof of age if required.

2.3 Adult Student Monthly Membership

Joining fee £10.00 Monthly fee £15.00

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

Save for the discounted price, this membership has all the benefits and same terms and conditions as an Adult Membership.

2.4 Child: Under 14 Membership

Joining Fee £0 Monthly Fee £7.50

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 to 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.

2.5 Junior: Over 14 Membership

Joining fee £10.00 Monthly Fee £15.00

The Junior member may run without their parent or guardian on the same route as them if the child is deemed as mature enough to follow the instructions of our staff. A parent or guardian must be at the Beginners2Runners Club during the full session 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 parents 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.

2.6 Pay As You Go (PAYG)

Our PAYG membership requires payment for each session to be made upfront either in cash or via contactless depending on the venue's facilities for taking payment. There is no commitment and no notice period. 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. By creating your Beginners2Runners PAYG membership you agree to be bound by these terms and conditions and will adhere to them accordingly.

Section 3: Membership Terms

3.1 Adult/Over 65/Student/Junior/Child Membership

Our monthly membership options each have an initial joining fee as stated in Section 2 which will be taken within 3-5 working days and then a commitment of one month. The commitment period begins and renews on the 1st of each month.

All monthly membership options require one month's notice to cancel.

Details on the process will be outlined in section 3.3 below

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

Example 1 Adult Monthly Membership:

Complete sign up 1st January.

£13.50 taken 3-5 working days. 1st February £18.99 taken by Direct Debit, then £18.99 recurring 1st of each month.

Example 2 Adult Monthly Membership:

Complete sign up 21st January.

£13.50 taken 3-5 working days. 1st February £18.99 taken by Direct Debit, then £18.99 recurring 1st of each month.

3.2 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 membership remains active but you cannot attend club sessions during this time. This may only be requested once in a 12 month period.

The spirit of this option is to allow genuinely injured people to take a few weeks off running and then return without losing any monthly member benefits. **Not in order to avoid paying your notice period.**

Requests to pause your membership should be made by email to membership@beginners2runners.co.uk by 22nd of the month. Requests made after this date may not allow us enough time to process this request for the following month. The paused membership will not be activated until you have confirmed to our reply that you wish to go ahead.

3.2.2 Your monthly payment will be reduced to £5 per month from the following month and then for the following 2 months for a maximum of 3 recurring monthly payments. After this period, your membership shall automatically revert back to the full membership price. See EX1

3.2.3 Should you wish to return during this period, simply contact us and advise that you wish to un-pause your membership. Your membership will be reverted back to the full price from the 1st of the following month. See Ex2

3.2.4 Should you return to the club without informing us via email first, then your Paused membership will be immediately suspended and we will claim payment for the full month of the session that you have attended and resume your Direct Debit at the full membership price from the following month. *See Ex3*

3.2.5 Should you not wish/be able to return after the 3rd month's paused payment, then providing you contact us via email before the 22nd of the month following your 3rd paused membership payment, we will waive your final £18.99 payment. *See Ex4*

Example 1 Adult Monthly Membership:

Pause requested 18th January - no email communication from you

£5 - 1st February, £5 - 1st March, £5 - 1st April, £18.99 - 1st May, recurring 1st of each month

Example 2 Adult Monthly Membership:

Pause Requested 18th January - return requested via email 18th March

£5 - 1st February, £5 - 1st March, £18.99 - 1st April, recurring 1st of each month

Example 3 Adult Monthly Membership:

Pause Requested 18th January - return 18th March no notice given

£5 - 1st February, £5 - 1st March, £18.99 19th March, 18.99 - 1st April recurring 1st of each month.

Example 4 Adult Monthly Membership:

Pause Requested 18th January - email received 18th April unable to return

£5 - 1st February, £5 - 1st March, £5 - 1st April, no more payments taken

This is all done at the discretion of Beginners2Runners and we reserved the right to claim compensation against any member abusing this payment option against the spirit in which it was not intended or not following the correct procedures as outlined above.

3.3 Cancelling Your Membership

To cancel your membership you must email membership@beginners2runners.co.uk, where your cancellation request will be actioned the following working day. You will receive an email in response confirming that your membership has been put on notice and when your last payment is due.

It is your responsibility to ensure that you have followed this step.

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.

3.4 Notice Period

ALL memberships except PAYG have a mandatory one month notice period. Your one-month notice begins from the 1st of the month after we received your request as per 3.4.6

3.4.1 You **WILL ALWAYS** make one final payment to Beginners2Runners within that month period.

3.4.2 You are welcome to use your membership until it expires. At the end of the notice period your membership will change automatically to PAYG.

3.4.3 There is no requirement to cancel your direct debit, however you may do so only after your membership has changed to PAYG.

3.4.4 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.

3.4.5 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.

3.4.6 The only way in which to give notice is to email membership@beginners2runners.co.uk as per 3.3

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

- *You tell/message a manager or team leader you are leaving*
- *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 membership@beginners2runners.co.uk Any delay to your cancellation or additional cost to you incurred by sending to the wrong address is YOUR RESPONSIBILITY*

Notice period examples -

Example 1

Cancel as per 3.3 on 2nd January - Last payment will be 1st February – last day of membership is 28th February.

Example 2

Cancel as per 3.3 on 29th January – Last payment will be 1st February – Last day of membership will be 28th February.

3.5 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 become 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 and request to have your membership canceled. 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 member T-Shirt, this must be returned to us in a clean and unused 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/damaged
- Once the 14-day cooling off period has elapsed you must give notice as per 3.3 above.

3.6 Updating your membership details

You are obliged to ensure that your membership record is as accurate and up to date 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.

To update your record you may email membership@beginners2runners.co.uk at any time.

3.7 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.

3.8 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 member to attend any of our Beginners2Runners club sessions.

3.9 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 you 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 and we will be happy to help or explain any part of this document.

3.10 Membership Upgrade

A member may upgrade from PAYG to a monthly membership at any time by emailing membership@beginners2runners.co.uk This will be processed by us as soon as possible.

3.11 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 regardless of your membership type. 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

Should you lose your QR code, email membership@beginners2runners.co.uk to have it re-sent.

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

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. If 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 requests 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 by emailing membership@beginners2runners.co.uk.

Section 5: General Terms of Use

5.1 Health

5.1.1 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.

5.1.2 During the membership sign up process you have completed a declaration that you are medically fit and able to take part in physical activity.

5.1.3 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.

5.1.4 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.

5.1.5 Please bring to the attention of the leader in charge should you have a medical issue that may put you at higher risk of a medical incident, such as heart, lung, balance, brain disorders or illnesses.

5.1.6 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.

5.1.7 In the event of an accident or medical incident at Beginners2Runners you acknowledge that the staff have no duty to attend hospital/escort you to hospital.

5.1.8 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.

5.1.9 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.

5.1.10 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.

5.1.11 Our Team has limited first aid knowledge and are not qualified in medicine, osteopathy or sports injury and 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.

5.2 Standards of behavior

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:

- Argumentative
- Abusive
- 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 alcohol 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 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 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 the 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.

5.3 Smoking/Vaping

At Beginners2Runners we promote healthy living and lifestyle. Smoking/vaping is prohibited at all of our venues and events. Anyone found smoking/vaping during club sessions or on venue premises, could have their membership revoked.

5.4 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.

5.5 Safety and Equipment

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

5.6 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 knowingly and with permission given for Beginners2Runners to share them with others. This can be done as a friendly congratulatory post or to help showcase our club through advertising.

Self-promotion, Business posts (unless pre authorised by Steve Grantham), spam and irrelevant non running related links are not allowed and will be deleted.

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

5.7 Photography and Videos

Beginners2Runners take lots of photos and videos at the 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.

5.8 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 have consideration for local residents.

5.9 Storage

We may offer a key box which you may place your car key/valuables in for safe keeping. This is done at your own risk. Everything within our power will be done to store items securely however, you acknowledge that there is a risk of loss or theft and take such risk knowingly. You will not hold Beginners2Runners responsible for any financial loss you incur.

5.10 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.

5.11 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.

5.12 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 6: 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. No reproductions of the voucher will be accepted. Subject to change and availability.

Section 7: Monthly Membership Benefits

- 1x Green Beginners2Runners T-Shirt per member, when ordered through our online shop using the instructions detailed in your welcome email.
- Unlimited access to any Beginners2Runners Club venue or session with no further payment (Excluding Races/events)
- Discounts on some external races - Beginners2Runners is not UKA affiliated. However, on occasions we may achieve discounts for races that equal or exceed those discounts
- Specific offers & discounts from external business

Section 8 Promotions

8.1 First Session Free

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

8.1.2 Once you have received your free session you should visit

www.beginners2runners.co.uk/whatnext to register as either a monthly member or PAYG member.

8.1.3 From your second session you must bring your QR code which is obtained by registering online as a member as proof of membership

8.2 New Monthly Member joining offer

8.2.1 As a new monthly member, you will receive the first month at the special rate as per Section 2. This payment covers from your second session until the last day of the month.

8.2.2 On or around the 1st of the month a payment as per section 2 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 Section 3.3.

8.2.3 One basic green club T-Shirt is included as part of the initial payment by members that sign up to any Beginners2runners monthly membership options. This does NOT include PAYG membership.

This offer is limited to one 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.

T-shirts can be ordered using the link sent by us on monthly members welcome email.

All clothing enquiries, including issues with ordering this T-Shirt should be directed to clothing@beginners2runners.co.uk

Section 9: Website

9.1 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

9.2 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.

9.3 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.

9.4 Information about you and your visits to our website

We process information about you in accordance with our privacy policy.

9.5 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.

9.6 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.

9.7 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.

9.8 Viruses, hacking and other offenses

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.

9.9 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 sites 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 endeavor 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