

RunTogether Registered Users - TERMS AND CONDITIONS

1. **About RunTogether**

RunTogether is an organisation created by England Athletics to provide fun, friendly, inclusive running opportunities through RunTogether Groups. Our RunTogether Groups are denoted by our RunTogether logo and led by leaders who hold a current England Athletics Leadership in Running Fitness or Coach Licence and have undertaken to work according to the terms of that licence (**RunTogether Leaders**). They receive the benefit of England Athletics public liability insurance. Details of cover provided can be found at www.uka.org.uk/governance/insurance. Group Registered Users can ask to see their RunTogether Leader's licence to confirm that it is a current and valid licence.

2. **What these Terms do**

- 2.1 These terms (**Terms**) apply to your membership of RunTogether, your use of the RunTogether App and RunTogether.co.uk and the services and content (**Services**) that you access through them. The RunTogether App and RunTogether.co.uk are provided to you by England Athletics Limited (CRN 05583713) (**England Athletics**) whose registered office is at Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham, B42 2BE.
- 2.2 We only use any personal data we collect through your use of the RunTogether App and RunTogether.co.uk in the ways set out in our privacy notice, which sets out the terms on which we process any personal data we collect from you or that you provide to us. By using the RunTogether App and/or RunTogether.co.uk you consent to such processing and you warrant that all data provided by you is accurate, up to date and complete.
- 2.3 When you access RunTogether.co.uk (**Website**) we also have a cookie policy, and terms and conditions of website use which apply to your access and use of that Website.
- 2.4 The ways in which you can use the RunTogether App may also be controlled by the rules and policies of the app store from which you downloaded the RunTogether App. If you use Android, this will be Google Play, or any other Android app store from which you download the RunTogether App. If you use using Apple, this will be the App Store. Where there is a difference between these Terms and the rules and policies of the relevant app store, the app store's rules and policies will apply in relation to your download from the app store only.
- 2.5 From the earliest date you tick a box or click on a button (or something similar) to confirm that you accept these Terms, such action constitutes acceptance of these Terms. If you don't accept these Terms, you won't be able to participate in Group runs, download the RunTogether App or use RunTogether.co.uk.

3. **What we say, and what we mean**

"Group" means any group of RunTogether Registered Users organised by a RunTogether Leader.

"Guide Runner" means a licensed runner who guides runs for Registered Users.

"Registered Users" means the users of the RunTogether App or RunTogether.co.uk (and participants in Group runs) collectively and/or individually as the context admits:

"RunTogether App" means the mobile application software and the data supplied with the software.

"RunTogether.co.uk" means our website located at www.runtogether.co.uk and its related channels.

"User Information" means your personal details, which may be provided by you to us via RunTogether.co.uk or the RunTogether App.

"Website" means RunTogether.co.uk.

"we/us" means England Athletics (and **"our"** shall be interpreted accordingly).

"you" means you, as a Registered User and as a participant in Group runs and **"your"** shall be interpreted accordingly.

4. Use of information

- 4.1 When registering for RunTogether we will collect certain personal data about you – this will include your name, address including postcode, date of birth, sex, brief details of any disability and medical conditions and your current activity levels full details are available on our privacy policy.
- 4.2 England Athletics reserves the right to share your personal data as set out in our privacy policy and will share your personal data with UK Athletics Limited, Scottish Athletics Limited, Welsh Athletics Limited and Athletics Northern Ireland (together, the **Athletics Governing Bodies**) and the RunTogether Leaders for the purposes of:
 - 4.2.1 administering your involvement in running and athletics through England Athletics and / or another Athletics Governing Body;
 - 4.2.2 sending you information by post, email or SMS in relation to your involvement in running and athletics through England Athletics and / or another Athletics Governing Body;
 - 4.2.3 carrying out market research into involvement in athletics nationally;
 - 4.2.4 allowing the RunTogether Leader to manage your participation; and
 - 4.2.5 allowing you to be put into contact with Guide Runners through our Website.
- 4.3 You confirm that you will not provide inaccurate, misleading or false personal information to England Athletics when registering on RunTogether or to a Group RunTogether Leader. If personal information becomes inaccurate, misleading or false, you will promptly update your profile and/or notify England Athletics and your Group RunTogether Leader.
- 4.4 Your RunTogether account is for your personal use only and you must input correct personal data (aliases will not be permitted). You may not allow others to use your account, and you may not transfer your RunTogether account to any other person or entity.
- 4.5 England Athletics does not (1) confirm the identity of persons who are RunTogether Registered Users; (2) confirm or monitor the content of RunTogether.co.uk or the

RunTogether App (although RunTogether does reserve the right to investigate possible breaches of these terms).

5. If you download the RunTogether App

- 5.1 The RunTogether App lets you register and book sessions, view your completed runs, check out your Groups and make payments where there is a charge to take part in Group runs. By accepting these Terms:
- 5.1.1 we license you to use the RunTogether App and any updates or supplements to it;
 - 5.1.2 you can download or stream a copy of the RunTogether App and view, use and display the RunTogether App and the Services for your personal purposes only; and
 - 5.1.3 you can receive and use any free supplementary software code or update of the RunTogether App incorporating "patches" and corrections of errors as we may provide to you.
- 5.2 The right to use the RunTogether App is yours personally. You can't transfer the RunTogether App to someone else, whether for money or otherwise. If you sell or give away any device on which the RunTogether App is installed, you must first remove the RunTogether App.
- 5.3 If you download or stream the RunTogether App onto any phone or other device not owned by you, you must have the owner's permission to do so. You remain responsible for complying with these Terms, whether or not you own the phone or other device.
- 5.4 All intellectual property rights in the RunTogether App and the Services throughout the world belong to England Athletics and the rights in the RunTogether App are used by you under licence only. You do not own any intellectual property rights in the RunTogether App and may only use the RunTogether App in accordance with these Terms.

6. Licence Restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the RunTogether App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the RunTogether App, documentation or Services, except as part of the normal use of the RunTogether App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the RunTogether App, documentation or Services nor permit the RunTogether App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the RunTogether App and the Services on devices as permitted in these Terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the RunTogether App or the Services nor attempt to do any

such things, [except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the RunTogether App to obtain the information necessary to create an independent program that can be operated with the RunTogether App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:

- is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- is not used to create any software that is substantially similar in its expression to the RunTogether App;
- is kept secure; and
- is used only for the Permitted Objective; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the RunTogether App or any Service.

7. Acceptable Use

7.1 You must:

- not infringe our intellectual property rights or those of any third party in relation to your use of the RunTogether App or any Service, (to the extent that such use is not licensed by these Terms);
- not use the RunTogether App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the RunTogether App, any Service or any operating system;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the RunTogether App or any Service;
- not use the RunTogether App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

7.2 If your use of the RunTogether App damages England Athletics, RunTogether or our reputation, affects the availability of the Service to others, is unlawful, causes us to incur any legal, tax or other regulatory liability or is malicious, intimidating or threatening (or a reasonable person would consider your conduct unacceptable), we reserve the right to terminate or suspend your use of the RunTogether App.

8. Deleting your account and ending your use of the RunTogether App

- 8.1 There is no minimum term for the RunTogether App, but we may delete your account where you do not log in for 12 months or more.
- 8.2 We may terminate your rights to use the RunTogether App and Services at any time by contacting you if you have breached these Terms. We will give you a reasonable opportunity to correct such breach if what you have done can be put right.
- 8.3 If we end your rights to use the RunTogether App and Services:
 - 8.3.1 You must stop all activities authorised by these Terms, including your use of the RunTogether App and any Services.
 - 8.3.2 You must delete or remove the RunTogether App from all devices in your possession and immediately destroy all copies of the RunTogether App which you have and confirm to us that you have done this.
 - 8.3.3 We may remotely access your devices and remove the RunTogether App from them and cease providing you with access to the Services.
- 8.4 We will delete any data stored on your account as soon as practicable, and in any event within twelve (12) months of termination of your account.

9. App Updates and technical data

- 9.1 From time to time we may automatically update the RunTogether App and change the Service to improve performance, introduce new features, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the RunTogether App for these reasons.
- 9.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the RunTogether App and the Services.
- 9.3 RunTogether requires you to use the most up-to-date version of your mobile device's operating system available to you. You may have difficulty accessing the RunTogether App if you do not.
- 9.4 By using the RunTogether App or any of the Services, you agree that we can collect and use technical information about the devices you use the RunTogether App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

10 Payment Information, Cancellation and Refunds

- 10.1 Registration with RunTogether is free of charge, however, there may be charges to book certain runs. In those circumstances payment is facilitated through our Website and the RunTogether App, with payment through our payment service provider partner by credit card or debit card, however, the charge is made by the Group RunTogether Leaders and RunTogether / England Athletics do not handle or otherwise have access to your money.
- 10.2 When RunTogether accepts your offer to book a run, RunTogether will (when a charge is payable), and through our payment service provider partner, charge your credit card or debit card with the applicable cost of the run including a transaction fee. Our payment service provider partner will forward the cost of the run to the RunTogether Leader less the transaction fee. The transaction fee is the separate charge levied by

the payment service provider for processing the booking payment on behalf of the RunTogether Leader. If you require a VAT receipt for any fees paid for a run you must contact the RunTogether Leader.

- 10.3 Where a fee has been paid to book onto a run you may cancel the booking, however, it is at the absolute discretion of the RunTogether leader as to whether you will receive a refund. You should contact the RunTogether Leader directly to request any refunds.

11 General

- 11.1 All runs and other activities organised through the RunTogether Groups are aimed at those aged 16 and over. Running can be strenuous and therefore runners must be in good health. Runners who have any doubt about their health or have a medical condition that could be affected by exercise, particularly a heart condition, should consult their doctor before participating.
- 11.2 The minimum age for participants is 16. Children aged between 12 and 15 may be welcome on some group runs but this is entirely at the discretion of the relevant RunTogether Leader. If runners aged between 12 and 15 do attend they must be accompanied by a parent or legal guardian aged 16 or over and are entirely the responsibility of that adult. If a child aged between 12 and 15 does attend with another adult (aged 16 or over) that is not their parent/guardian the person making the registration must have the prior consent of their legal parent/guardian. Children under the age of 12 are not able to take part in group runs.
- 11.3 While the organisers, managers and promoters of the group runs will do all in their reasonable control to make the run as safe as possible, all runners take part at their own risk.
- 11.4 Registered Users will be able to upload running routes and search for running routes on RunTogether.co.uk. England Athletics may also choose to provide this functionality through the RunTogether App. These routes are uploaded by Registered Users and have not been assessed or validated by us and no guarantee is provided as to the safety of any such routes.
- 11.5 Registered Users will be able to search the Website for Guide Runners, and Run Leader Mentors. Registered users will be able to request free support and services from our network of specialised and trained volunteers. England Athletics may also choose to provide this functionality through the RunTogether App.
- 11.6 The RunTogether App and Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at its own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or access to, or correspondence with, any such third-party website, or any transactions completed, and any agreement entered into by you, with any such third party. Any agreement entered into and any transaction completed via any other third party website is between you and the relevant third party, and not us. We recommend that you refers to the third party's website terms and conditions and

privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the RunTogether App and/or Services.

- 11.7 None of England Athletics, the organisers, managers or any sponsors or promoters of any run accept liability for any loss or damaged caused where:

11.7.1 there is breach of a contractual obligation or legal duty of care owed to you;

11.7.2 such loss or damage is not reasonably foreseeable at the time of breach;

11.7.3 an injury is sustained or property damaged in the course of the run or as a result of taking part in the run;

11.7.4 any changes are made to the route or conduct of the run for safety or operational reasons or as otherwise required for the safe and proper carrying out of the event;

11.7.5 an injury is sustained or any losses are incurred as a result of your opting to run with a buggy or with a dog;

11.7.6 any loss arises as a result of you following a route which has been uploaded to RunTogether.co.uk or the RunTogether App by another Registered User;

except for death or personal injury caused by their negligence, fraud or fraudulent misrepresentation, or any other matter for which it would be illegal or unlawful for them to exclude or attempt to exclude their liability.

- 11.8 Subject to clause 11.7, the total amount of our liability to you for any loss or damage that you suffer that arises out of your downloading or use of the RunTogether App shall be limited to £500 (five hundred pounds).

- 11.9 If digital content that we have supplied is defective and damages a device or digital content belonging to you, we will (at our sole discretion) either repair the damage or pay you compensation. We are not liable for damage resulting from your failure to follow our advice to apply an update offered to you free of charge, or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

- 11.10 The RunTogether App and the Services are provided for general information only. Although we make reasonable efforts to update the information provided by the RunTogether App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

- 11.11 You should back up any content and data used in connection with the RunTogether App, to protect yourself in case of problems with the RunTogether App or the Service.

- 11.12 Where you have chosen to run with a buggy, we make no promise or comment as to the suitability of the buggy for a running activity and the option to run with a buggy or a dog is entirely at your own option and risk.

- 11.13 The organisers may cancel any group runs or other organised events and activities at their discretion. They will endeavour to give as much notice as possible of any

cancellations. The organisers accept no liability for any costs incurred as a result of the cancellation.

- 11.14 The organisers, managers or any sponsors or promoters of the group runs may take photographs or videos of the run and runners for promotional and publicity purposes. By registering to participate in the group run either on your own behalf or upon behalf of any other runner including those under the age of 16 years, you agree that photographic or video images of you, containing you, or of those under the age of 16 years upon whose behalf you have registered, may be used by the organisers, managers or any sponsors or promoters of the group run for publicity purposes.
- 11.15 You must immediately notify us in writing if you become aware of any breach of these Terms by others including inappropriate behaviour in connection with the Website, the RunTogether App or the use or suspected use of your account without your permission. The best way to report this is to use the 'Contact us' section on the website or RunTogether App.
- 11.16 In addition to any other provision of these Terms, England Athletics has the right, but has no obligation, to disclose any content that you provide to any appropriate authorities if England Athletics has reason to believe that the content relates to direct or indirect abuse in any form. You acknowledge and agree that England Athletics is permitted to make such disclosure.
- 11.17 By posting information or content on the sections of RunTogether.co.uk or the RunTogether App that are accessible by other Registered Users, you automatically give, and you confirm that you have the right to give, England Athletics an everlasting, non-exclusive, worldwide royalty free licence which cannot be revoked to use, copy, alter, adapt, publicly display and distribute, sub license and/or assign such information and content including for publicity. You also give up any moral rights you may have in any such information or content.
- 11.18 You will not use England Athletics copyrights or trademarks, logos, graphics, images, videos and software used by us (including 'RunTogether'), or any confusingly similar marks, except for accessing, downloading, printing and reproducing this on media for your own personal, private and non-commercial use (and within the scope of these terms and conditions) without the prior written permission of England Athletics and you shall not publish or advertise the runs in any way as being approved by England Athletics or being an official England Athletics event.
- 11.19 If anyone brings a claim against England Athletics related to your actions, content or information which you contribute to RunTogether.co.uk or the RunTogether App and/or make available to other RunTogether Registered Users, and/or your use of RunTogether.co.uk or the RunTogether App and/or your breach of these terms and conditions and/or you breach any applicable law regulation or rule, to the maximum extent permitted by law, you will compensate and hold England Athletics, its officers, directors, employees, and agents harmless from and against all damages, losses, liabilities, costs and expenses of any kind (including reasonable legal fees and costs) related to such claim.
- 11.20 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 11.21 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

- 11.22 These Terms does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 11.23 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.24 If we delay in enforcing any of the terms of this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 11.25 English law shall govern these terms and conditions and any dispute arising out of or relating to these terms and conditions will be subject to the exclusive jurisdiction of the Courts of England.

Last updated 12th September 2023