

RunTogether Leader Terms and Conditions

1. These Terms and Conditions

1.1 Any person wishing to operate as a run leader for organised runs under the RunTogether brand (RunTogether Leader) must understand their obligations under, and accept these terms and conditions and the terms and conditions of RunTogether <https://runtogether.co.uk/website-terms-of-use/> (RunTogether Terms and Conditions), together being the Terms and Conditions for RunTogether Leaders. The Terms and Conditions shall apply to the operation of the Events and the RunTogether Website (as defined below), to the exclusion of all other terms and conditions.

1.2 RunTogether is associated with England Athletics Limited and its purpose is to encourage engagement by the wider public in organised running activities.

1.3 By completing the registration process as a RunTogether Leader, and by ticking the [Terms and Conditions box] as part of your registration on the RunTogether Website, you agree to fulfil the role of a RunTogether Leader and you acknowledge that you have read, understand and accept all the Terms and Conditions applicable to that role.

2. Definitions

In the Terms and Conditions the terms below have the following meanings:

“Access Information” means the password and/or user identity unique to you which provides access to the RunTogether Website;

“Admin User” means a user that you identify as having certain administrative capabilities in relation to the organisation and operation of Events for your Group through the RunTogether Website;

“Event” means any running event organised by you as a RunTogether Leader using the brand and operated or otherwise facilitated through the RunTogether Website;

“Group” means each running group for which you are RunTogether Leader;

“Registration Form” means the form which you must submit before you are granted the Access Information;

“RunTogether Website” means the website for the organisation of Events for Users and other services provided by RunTogether;

“Services” means the provision of services as a RunTogether Leader to organise, manage and operate Events;

“Terms and Conditions” means these terms and conditions, along with RunTogether Terms and Conditions, a copy of which is available at <https://runtogether.zendesk.com/hc/engb/sections/115000799329-Terms-and-Conditions>

“Users” means individuals who register to join RunTogether through the RunTogether Website (and “User” means any one of them); and

“you” means you, the RunTogether Leader, and “your” shall be construed accordingly.

3. Duration

3.1 These Terms and Conditions, and the provision of the Services, shall only come into force when you are issued with the Access Information having completed the Registration Form.

3.2 These terms and conditions will apply to you for so long as you are a RunTogether Leader, and, for the avoidance of doubt, you will cease to be a RunTogether Leader immediately if you breach the terms of term 7 below.

4. Registration and licence to use the RunTogether Website

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4.1 You must provide true, complete and accurate information when registering on the RunTogether Website and you must ensure that it is maintained and updated immediately in the case of any change to it. You authorise RunTogether to access and use any registration information in order to verify the accuracy of your information.

4.2 You shall be responsible for providing, and updating as is necessary, all Event information for which you are RunTogether Leader on the RunTogether Website.

4.3 You may appoint such number of Admin Users as you see fit.

4.4 You may provide Admin Users with access to the administration functions of the RunTogether Website.

4.5 All Admin Users are required to comply with the Terms and Conditions (in particular the provisions of term 8 below). You are solely responsible and liable for any actions of Admin Users (including where such actions result in a breach of the Terms and Conditions).

4.6 An Admin User shall not be a RunTogether Leader in any capacity unless he or she is able to meet and comply with the provisions of term 7 below.

4.7 Following registration, RunTogether grants you a limited, non-transferable licence to use the RunTogether Website for the purposes of organising and making available information to Users in relation to Events.

4.8 RunTogether reserves the right to reject your registration as RunTogether Leader or your identified Admin Users as Admin Users at its reasonable discretion.

5. Events

5.1 You shall be responsible for organising and operating the Events.

5.2 All Events shall in addition be subject to the RunTogether Terms and Conditions.

5.3 Once a User has completed the registration process through the RunTogether Website and has indicated an interest in your Group, you shall be responsible for communicating with the User including providing any further (or changes to) information about the Events.

6. Fees for Events

6.1 Where a fee is chargeable for an Event (Fee), the Fee will be facilitated through the RunTogether Website, however, payment shall be made from the User to you direct.

6.2 Users who wish to withdraw from an Event and who request a refund of a Fee at least [24 hours] prior to the Event are entitled to a full refund. It shall be your responsibility to process valid refund requests in a timely manner and respond to the User within 24 hours. The refund shall be processed using the stripe portal at any time prior to the Event. Users are not entitled to a refund if it is requested less than 24 hours before the Event. You may, however, process a refund at your discretion in such circumstances. Any refunds due on or after the Event will need to be settled directly between you and the Users.

6.2 It shall be your responsibility to pay any VAT that may be due on any Fee at the then prevailing rate.

6.3 In the event you need to cancel an Event, it shall be your responsibility to contact the Users, make alternative arrangements with the Users and refund Users where required. You can only refund Users through the stripe portal on the RunTogether Website.

7. Your Warranties

7.1 You warrant, agree and undertake that:

(a) you hold a current UKA leadership in running fitness, athletics coach licence or level 2 endurance licence (Licence) (and you will provide a copy to any Users that so request it);

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- (b) you will renew your Licence every three years (or at such other frequency as may be required by the terms of such Licence from time to time);
- (c) you have all necessary insurance policies, permits and licences to enable you to carry out your role as a RunTogether Leader;
- (d) you will operate the Events and fulfil your role as a RunTogether Leader in accordance with the terms of the Licence;
- (e) either you are trained to an appropriate level of first aid or you will procure that an adequately qualified person will be in attendance at each Event;
- (f) you shall ensure all communications with Users are completed in a timely and prompt manner, to a professional standard, and in accordance with term 8; and
- (g) you shall ensure that all Events, and your provision of the Services, are carried out with all reasonable care and skill and to the standard reasonably to be expected from a professional organiser and operator of public running events;
- (h) you shall comply with the Terms and Conditions; and
- (i) you shall comply at all times with the brand guidelines of RunTogether <https://runtogether.zendesk.com/hc/en-gb/sections/203173565-Brand-Guidelines> and any product operating standards in force from time to time <https://runtogether.zendesk.com/hc/en-gb/articles/214244625-Run-Leader-Tool-Kit>

7.2 You warrant, agree and undertake that you will not use the RunTogether Website:

- (a) for any purpose other than those set out in terms 8.6(a) and (b) below;
- (b) to disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (c) to disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- (d) in any way that is unlawful, that might infringe any third-party rights or that might bring RunTogether, England Athletics or the sport of running into disrepute.

7.3 You shall be liable for, and keep each of RunTogether and England Athletics Limited indemnified against, any third-party claim brought against, or loss, damage or expenses incurred by, RunTogether and England Athletics Limited as the case may be that results from a breach by you of the Terms and Conditions.

8. Use of Access Information and Personal Data

8.1 You shall keep the Access Information secure and confidential in accordance with term 12.1 and effect such security and technical measures as may be necessary to keep the Access Information secure and confidential.

8.2 In this term 8 the terms "personal data", "sensitive personal data", "process" and "data subject" shall have the meanings given to them in the Data Protection Act 1998 ("DPA") up to and including the 24 May 2018 and the meanings given to them in the General Data Protection Regulation ("GDPR") on and from 25 May 2018 (noting specifically that "sensitive personal data" will be called "special categories" of data under the GDPR).

8.3 You shall comply at all times with your obligations under the DPA and / or the GDPR (as applicable) and any other applicable legislation, regulation or code of practice relating to privacy, data protection and/or direct marketing from time to time (together "the Data Protection Legislation").

8.4 Where required by the Data Protection Legislation, you shall obtain and maintain all necessary notifications or registrations with the Information Commissioner's Office.

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8.5 You shall not access or attempt to access or process in any way any personal data on the RunTogether Website except relevant personal data about RunTogether Users with whom you lead as part of your running group.

8.6 You shall process User Personal Data via the RunTogether Website or which has been exported from the RunTogether Website solely:

(a) for the purposes of administering and providing the Event, including by contacting Users using the RunTogether Website for the purposes set out in term 5.3, and as otherwise required for the proper running of the Events;

(b) if the User has consented (as recorded within the RunTogether Website by Users who booked an Event via the RunTogether Website, or as notified to you by Users referred to in term 8.5) and has not withdrawn his/her consent, to contact that User, whether via the RunTogether Website or otherwise, to promote Events or other services organised and operated by you, each a "Marketing Communication", provided that you shall:

(i) ensure that every such Marketing Communication complies with the Data Protection Legislation and contains an easy means of unsubscribing from future Marketing Communication;

(ii) diligently record any request from a User not to receive further Marketing Communications, and not send any further Marketing Communications to that User (regardless of the consents recorded on the RunTogether Website);

(iii) promptly inform RunTogether of any request of the kind referred to in 8.6(b)(ii) which is received from a User who booked onto an Event via the RunTogether Website.

8.7 Without prejudice to the generality of term 8.3 above, you shall:

(a) not export User Personal Data from the RunTogether Website except, with respect to User Personal Data in the circumstances and for the purposes set out in term 8.6;

(b) not retain any exported User Personal Data longer than necessary for those purposes, and ensure any exported User Personal Data is kept accurate and up to date;

(b) take appropriate technical and organisational security measures against unauthorised or unlawful processing of, or loss or destruction of or damage to User Personal Data;

(c) not access the RunTogether Website nor access, process or transfer User Personal Data via or exported from the RunTogether Website outside the European Economic Area; and

(d) promptly inform RunTogether of any complaint or request received in relation to User Personal Data, and (at RunTogether's option) either respond to such complaint or request in accordance with the Data Protection Legislation, or provide all reasonable assistance to RunTogether in doing so.

8.8 You understand that, as a RunTogether Leader, your information will be made available on the RunTogether Website to allow RunTogether users to carry out searches for groups and contact you in relation to the provision of the Services. This is in the event you are the chosen contact for the group.

8.9 Your obligations under this term 8 shall survive termination of your role as a RunTogether Leader in respect of any Personal Data exported by you from the RunTogether Website, or to which you continue to have access via the RunTogether Website pursuant to term 10.2. Your access to all other Personal Data shall cease on termination of your role as a RunTogether Leader.

9. Limitation of liability

9.1 So far as is reasonably practicable the RunTogether Website is available on a 24 hour 7 day basis. As it is technically impossible to provide a fault-free uninterrupted service, the RunTogether Website is provided 'as is'

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and 'as available' without warranties of any kind, express or implied (other than warranties not capable of exclusion as a matter of law).

9.2 RunTogether shall not be liable to you for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the RunTogether Website or your use of the RunTogether Website, or from any misrepresentation, whether innocent or negligent, except to the extent that such liability may not be lawfully excluded.

9.3 Notwithstanding anything else contained in this Agreement, RunTogether shall not be liable to you for: (i) loss of profits or contracts or goodwill or statutory penalties or indirect or consequential loss, whether arising from negligence, breach of contract or howsoever caused; (ii) any and all costs related to the procurement of any substitute service(s); (iii) third party claims of any kind; or (iv) any loss or damage arising from your failure to use the RunTogether Website strictly in accordance with the Terms and Conditions or to provide accurate and up to date Event information.

9.4 RunTogether does not exclude liability for death or personal injury caused by its negligence.

10. Complaints

In the event that a complaint:

10.1 is received about your activity as a RunTogether Leader or in any way in relation to an Event; or

10.2 is made by you in relation to your role as a RunTogether Leader, the Terms and Conditions, an Event or any related matter whatsoever;

such complaint should be addressed initially to runtogether@englandathletics.org.

11. Termination

11.1 You will cease to be a RunTogether Leader if:

(a) you commit a material or persistent breach of your obligations which if capable of remedy shall not have been remedied within fourteen (14) days of written notice to do so; or

(b) you are unable to pay your debts as they fall due or you are the subject of a bankruptcy petition, or enter into compulsory or voluntary liquidation or compound with or convene a meeting of your creditors or have a receiver, manager, administrator or administrative receiver appointed in respect of your assets (or you are subject to a similar event or set of circumstances in the country where you principally carry on business) or you cease for any reason to carry on business; or

(c) you are in material or persistent breach of the RunTogether Terms and Conditions; or

(d) your Licence is revoked or you act in breach of the terms of your Licence;

(e) you do any act or thing or omit to do any act or thing to cause your insurance to be invalid or rescinded; or

(f) RunTogether ceases to exist.

11.2 On cessation of your role as a RunTogether Leader, RunTogether shall be entitled to take down any Event information, disable your Access Information and (when reasonably appropriate) remove you from any list of RunTogether Leaders.

11.3 RunTogether retains sole and absolute editorial control over the contents of the RunTogether Website and accordingly shall be entitled to withdraw from the RunTogether Website (or refuse to include on the RunTogether Website) immediately and without the need for prior notice to you or any Admin Users any Event Information which in its reasonable opinion infringes the intellectual property rights of any third party, is inaccurate or is otherwise contrary to any applicable law, regulation or rule.

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11.4 RunTogether shall notify you as soon as reasonably practicable in the event that it exercises its rights to withdraw or withhold the Event Information from the RunTogether Website and shall allow you a reasonable opportunity (and if reasonably practicable before withdrawing or withholding such content) to provide replacement or amended Event Information provided that doing so does not result in RunTogether breaching its own obligations to adhere to any applicable law, regulation or guidance.

12. General

12.1 Confidentiality. The terms of this Agreement shall remain confidential and, in addition to your obligations in term 7, you shall keep any confidential information disclosed to you by either the Users or RunTogether strictly confidential.

12.2 Entire Agreement. The Terms and Conditions supersede all prior agreements and apply to your role as a RunTogether Leader to the exclusion of any other terms and conditions.

12.3 Variation. RunTogether shall have the right to modify these terms and conditions at any time by service of not less than 30 days' notice on you and, if you continue to operate as a RunTogether Leader, you will be deemed to have accepted any such modification.

12.4 Law and Jurisdiction. These terms and conditions are governed by the laws of England and any issues arising shall be dealt with only by the English courts.