

England Athletics Guide Runner Terms and Conditions

1. These Terms and Conditions

1.1 Any person wishing to operate as a Guide Runner must understand their obligations under, and accept these terms and conditions, the England Athletics privacy policy relating to the England Athletics Guide Runner Licence Scheme (EA Conditions), together being the Terms and Conditions for Guide Runners. The Terms and Conditions for Guide Runners shall apply to the provision of the Services and the use of Find a Guide (as defined below) and the myAthletics portal (as defined below), to the exclusion of all other terms and conditions.

1.2 By operating as a Guide Runner, and by ticking the Terms and Conditions box as part of your registration, you agree to fulfil the role of a Guide Runner and you acknowledge that you have read, understand and accept all the Terms and Conditions for Guide Runners 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 myAthletics portal.

“Event” means any running event.

“Find a Guide” means the Guide Runner search that sits on the England Athletics Website.

“Website” means the England Athletics website which hosts the Find a Guide search functionality.

“Services” means the provision of services as a Guide Runner to provide guided runs for Users.

“Users” means individuals who visit the Website and use Find a Guide for the purposes of finding and/or contacting a Guide Runner (and “User” means any one of them).

“You” means you, the Guide Runner, and “Your” shall be construed accordingly.

3. Duration

3.1 These Terms and Conditions for Guide Runners, and the provision of the Services, shall only come into force when you have opted in to being included in the Find a Guide database.

3.2 These terms and conditions will apply to you for so long as you are a Guide Runner, and, for the avoidance of doubt, you will cease to be a Guide Runner immediately if you breach the terms of term 6 below or the terms of the England Athletics Guide Runner Terms and Conditions.

4. Registration and licence to be part of Find a Guide

4.1 You must provide true, complete and accurate information through your profile in the myAthletics portal and you must ensure that it is maintained and updated immediately in the case of any change to it.

4.2 You shall be responsible for providing, and updating as is necessary, all Services information for which you are providing as a Guide Runner on Find a Guide.

4.3 You are required to comply with these terms and conditions (in particular the provisions of term 7 below). You are solely responsible and liable for your actions (including where such actions result in a breach of these terms and conditions).

4.4 You shall not be a Guide Runner in any capacity unless you are able to meet and comply with the provisions of term 6 below.

4.5 Once you have opted in to Find a Guide, England Athletics grants you a limited, non-transferable licence to use the Find a Guide search for the purposes of organising and making available information to Users in respect of the Services.

4.6 England Athletics reserves the right to reject your inclusion as a Guide Runner at its reasonable discretion.

5. Services

5.1 You shall be responsible for providing the Services to Users who connect with you through Find a Guide.

5.2 Once a User has indicated an interest in your Services, you shall be responsible for communicating with the User including providing any Services.

6. Your Warranties

6.1 You warrant, agree and undertake that you shall comply with the Guide Runner Terms and Conditions.

6.2 You warrant, agree and undertake that you will not use Find a Guide:

(a) for any purpose other than those set out in terms 8.6(a) and (b) below; to disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;

(b) 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;

(c) in any way that is unlawful, that might infringe any third party rights or that might bring England Athletics or the sport of athletics and running into disrepute.

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

7 Use of Access Information and Personal Data

7.1 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.

7.2 In this term 7 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).

7.3 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").

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

7.5 You shall not access or attempt to access or process in any way any personal data on Find a Guide except relevant personal data about Users with whom you work (“User Personal Data”).

7.6 You shall process User Personal Data solely for the purposes of providing the Services.

7.7 Without prejudice to the generality of term 7.3 above, you shall:

- (a) not export User Personal Data from Find a Guide except with respect to User Personal Data in the circumstances and for the purposes set out in term 7.6;
- (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;
- (c) take appropriate technical and organisational security measures against unauthorised or unlawful processing of, or loss or destruction of or damage to User Personal Data;
- (d) not access Find a Guide nor access, process or transfer User Personal Data provided via Find a Guide outside the European Economic Area; and
- (e) promptly inform England Athletics of any complaint or request received in relation to User Personal Data, and (at England Athletics’ option) either respond to such complaint or request in accordance with the Data Protection Legislation or provide all reasonable assistance to England Athletics in doing so.

7.8 You understand that, as a Guide Runner, your information will be made available on Find a Guide to allow Users to carry out searches and contact you in relation to the provision of the Services.

7.9 Your obligations under this term 7 shall survive termination of your role as a Guide Runner in respect of any User Personal Data exported by you from Find a Guide, or to which you continue to have access via Find a Guide pursuant to term 10.2. Your access to all other User Personal Data shall cease on termination of your role as a Guide Runner.

8 Limitation of liability

8.1 So far as is reasonably practicable Find a Guide is available on a 24 hour, 7 day basis. As it is technically impossible to provide a fault-free uninterrupted service, Find a Guide is provided ‘as is’ and ‘as available’ without warranties of any kind, express or implied (other than warranties not capable of exclusion as a matter of law).

8.2 England Athletics shall not be liable to you for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with Find a Guide or your use of the myAthletics

portal, or from any misrepresentation, whether innocent or negligent, except to the extent that such liability may not be lawfully excluded.

8.3 Notwithstanding anything else contained in the England Athletics Guide Runner Terms and Conditions, England Athletics shall not be liable to you for:

- (a) 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;
- (b) any and all costs related to the procurement of any substitute service(s);
- (c) third party claims of any kind; or
- (d) any loss or damage arising from your failure to use Find a Guide strictly in accordance with the Terms and Conditions for Guide Runners or to provide accurate and up to date Services information.

8.4 England Athletics does not exclude liability for death or personal injury caused by its negligence.

9 Complaints

In the event that a complaint:

9.1 is received about your activity as a Guide Runner or in any way in relation to any Services; or

9.2 is made by you in relation to your role as a Guide Runner, the England Athletics Guide Runner Terms and Conditions, the Services or any related matter whatsoever;

Such complaint should be addressed initially to enquiries@englandathletics.org

10 Termination

10.1 You will cease to be a Guide Runner if:

- (a) you commit a material or persistent breach of your obligations under the England Athletics Guide Runner Terms and Conditions 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 Terms and Conditions for Guide Runners; 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) Find a Guide ceases to exist.

10.2 On cessation of your role as a Guide Runner, England Athletics shall be entitled to take down any Services information, disable your Access Information and (when reasonably appropriate) remove you from any list of Guide Runners.

10.3 England Athletics retains sole and absolute editorial control over the contents of Find a Guide and accordingly shall be entitled to withdraw content from Find a Guide (or refuse to include on Find a Guide) immediately and without the need for prior notice to you any Services 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.

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

11 General

11.1 Confidentiality. The terms of this Agreement shall remain confidential and, in addition to your obligations in term 6, you shall keep any confidential information disclosed to you by either the Users or England Athletics strictly confidential.

11.2 Entire Agreement. The England Athletics Guide Runner Terms and Conditions supersede all prior agreements and apply to your role as a Guide Runner to the exclusion of any other terms and conditions.

11.3 Variation. England Athletics shall have the right to modify these terms and conditions at any time and will notify you once any changes have been made. If you continue to operate as a Guide Runner, you will be deemed to have accepted any such modification.

11.4 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.

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