

## Terms of Use

These Terms of Use govern your use of the Up & Running website (Up & Running Site) and your relationship with Up & Running Online Running Courses (the "Company", "we" or "us"). They must be read in conjunction with the Terms of Membership which appear below.

Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms of Use or the Terms of Membership (together "Terms of Use"), please do not register for or use the Up & Running Site and the Services mentioned. If you have any questions please contact [admin@upandrunningonline.org](mailto:admin@upandrunningonline.org)

### 1 Use of the Up & Running Site and Online Running Courses

1.1 The Up & Running Site is provided to you for your personal use subject to these Terms of Use. By using the Up & Running Site and by participating in any Online Running Course conducted by Up & Running you agree to be bound by these Terms of Use.

1.2 As a condition of use of the Up & Running Site and of participating in any Up & Running Online Running Course, you are required to consult with your health care professional before following any training instructions you receive through the Up & Running Site to ensure that you are mindful of your current health and any restrictions that are appropriate for you. You should immediately seek medical attention if there are any unanticipated changes to your physical condition at any time.

Up & Running does not give medical advice and cannot diagnose, examine, or treat any medical condition, or determine the effect of any exercise on a medical condition. We are not to be a substitute for professional medical advice, diagnosis or treatment. You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury and or death.

1.3 Any exercise program you obtain through the Up & Running Site is undertaken at your own risk on a completely voluntary basis.

1.4 By using the Up & Running Site or by participating in any Online Running Course conducted by Up & Running you confirm that:

- your doctor has never said that you have a heart condition and that you should only do physical activity recommended by your doctor;
- you do not feel pain in your chest when you do physical activity;
- in the past month, have you not had chest pain when you were not doing physical activity;
- you do not lose your balance because of dizziness nor do you ever lose consciousness;
- you do not have a bone or joint problem;
- your doctor is not currently prescribing drugs (for example, water pills) for your blood pressure or a heart condition;
- you do not have any aches or pains;
- you know of no reason why you should not do physical activity.

1.5 By registering to become a member of the Up & Running Site (please note that the Up & Running Site refers to the website itself and anyone associated with the Up & Running Site – whether by giving advice, writing articles and providing content), and by participating in any Online Running Course conducted by Up & Running, you confirm that you have received the advice of your doctor permitting you to participate in the programs, workouts, and exercises contained in the Up & Running Site.

## 1.5 GENERAL DISCLAIMER OF LIABILITY FOR SITE CONTENT

1.5.1 While we try to ensure that material included on the Up & Running Site is correct, reputable and of high quality, we do not make any warranties or guarantees in relation to that content. If we are informed of any inaccuracies in the material on the Site we will attempt to correct the inaccuracies as soon as we reasonably can. In addition, we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site. The information contained in this site may contain technical inaccuracies or typographical errors. All liability of Up & Running Online Running Courses howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

1.5.2 Neither Up & Running Online Running Courses nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

1.5.3 Notwithstanding the foregoing, none of the exclusions and limitations in these Terms of Use are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit Up & Running Online Running Courses liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

## 2 Amendments

We may update these Terms of Use from time to time for legal or regulatory reasons or to allow the proper operation of the Up & Running Site. Any changes will be notified to you via the e-mail address provided by you on registration or via a suitable announcement on the Up & Running Site. The changes will apply to the use of the Up & Running Site after we have given notice. If you do not wish to accept the new Terms of Use you should not continue to use the Up & Running Site. If you continue to use the Up & Running Site after the date on which the change comes into effect, your use of the Up & Running Site indicates your agreement to be bound by the new Terms of Use.

## 3 Registration

3.1 To register on the Up & Running Site you must be over eighteen years of age.

3.2 Before you can register on the Up & Running Site or begin any Online Running Course run by us you must carefully read and comply with clause 1.4 above.

3.3 You must ensure that the details provided by you on registration or at any time are correct and complete.

3.4 You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

## 4 Password and security

4.1 When you register for an Up & Running Online Running Course you will be provided with a username and password approximately one week prior to the commencement of the Course. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting [admin@upandrunningonline.org](mailto:admin@upandrunningonline.org) immediately.

4.2 If we have reason to believe that there is likely to be a breach of security or misuse of the Up & Running Site, we may require you to change your password or we may suspend your account.

## 5 Intellectual property

5.1 The content of the Up & Running Site is protected by copyright, trade marks, database right and other intellectual property rights. You may retrieve and display the content of the Up & Running Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Up & Running Site without our written permission.

## 6 Your use of the Up & Running Site

6.1 You may not use the Up & Running Site for any of the following purposes:

6.1.1 disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;

6.1.2 transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;

6.1.3 interfering with any other person's use or enjoyment of the Up & Running Site; or

6.1.4 making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

6.2 You will be responsible for our losses and costs resulting from your breach of this clause 6.

## 7 Availability of the Up & Running Site

7.1 Although we aim to offer you the best service possible, we make no promise that the services at the Up & Running Site will meet your requirements. We cannot guarantee that the services will be fault-free. If a fault occurs with the Up & Running Site you should report it to [admin@upandrunningonline.org](mailto:admin@upandrunningonline.org) and we will attempt to correct the fault as soon as we reasonably can.

7.2 Your access to the Up & Running Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

## 8 Our right to suspend or cancel your registration

8.1 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms of Use.

8.2 You can cancel your registration at any time by informing us in writing at [admin@upandrunningonline.org](mailto:admin@upandrunningonline.org). If you do so, you must stop using the Up & Running Site. Please note registration fees are non-refundable (see Clause 20).

8.3 The suspension or cancellation of your registration and your right to use the Up & Running Site shall not affect either party's statutory rights or liabilities.

## 9 Third Party Websites

As a convenience to customers, the Up & Running Site includes links to other web sites or material which are beyond its control. We are not responsible for content on any site outside the Up & Running Site.

## 10 Advertising and Sponsorship

Part of the Up & Running Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Up & Running Site complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

## 11 Applicable Law

These Terms of Use will be subject to the laws of Scotland. We will try to resolve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

## 12 International Use

We make no promise that materials on the Up & Running Site are appropriate for use in locations outside the United Kingdom, and accessing the Up & Running Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

## 13 Miscellaneous

13.1 You may not transfer any of your rights under these Terms of Use to any other person. We may transfer our rights under these Terms of Use to another business where we reasonably believe your rights will not be affected.

13.2 If you breach these Terms of Use and we choose to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Terms of Use.

13.3 We shall not be responsible for any breach of these Terms of Use caused by circumstances beyond our reasonable control.

13.4 If you have any queries please contact [admin@upandrunningonline.org](mailto:admin@upandrunningonline.org).

## 14 Up & Running Online Running Course Registration Fee

14.1 Your entitlement to use of the Up & Running Site and make use of the Online Running Course materials and Forum will be made available one week before the commencement of your Online Running Course, once your payment of the registration fee referred to in the Terms of Membership has been authorised. There will be no contract of any kind between you and us unless and until you make authorised payment for the Online Running Course (as defined below). At any point up until then, we may decline to supply the Online Running Course to you without giving any reason.

14.2 All prices are expressed inclusive of any VAT payable unless otherwise stated.

14.3 Your payment will be taken securely via Pay Pal. Authority for payment must be given at the time of paying your registration fee. We are not able to access your credit card or other financial details and you agree that we will not be held liable for any loss you incur arising from your use of this payment method unless caused by our fraud or the fraud of our employees.

## 15 Access to Online Running Course

15.1 Payment of registration fee allows you to gain access to the Online Running Course, which consists of: Private Online Online Running Course Blog and Forums. Access will be made available within one week prior to the commencement of the course and concludes one month after its completion.

15.2 We warrant that we have the right to provide the Online Running Course and will use all reasonable skill and care in making the Online Running Course available to you and in ensuring their availability. Because of the nature of the Internet, errors and omissions do occur and we do not give any other warranties in respect of the Online Running Course.

15.3 We continually seek to improve the Online Running Course. We reserve the right, at our discretion, to make changes to any part of the Online Running Course provided that it does not materially reduce content or functionality.

## 16 No Commercial Use

16.1 Up & Running Online Running Courses are available for non-commercial and domestic use only. We reserve the right to refuse orders from businesses or that we consider are for commercial or other non-domestic concerns. You may not re-sell the Up & Running Online Running Course(s) without our prior written consent.

## 17 Cancellation and Termination

17.1 Once you have paid the registration fee, we will make the Up & Running Online Running Course available to you within one week prior to the commencement of the Course. You are not able to cancel any payment and the right to use the Up & Running Site after access is made available.

17.2 Your access may be terminated by written notice if you are in material breach of these Terms of Use and the breach is not remedied within the period of 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of these Terms of Use affects our lawful operation of the Up & Running Site or third party customers we may suspend your access at any time.

## PRIVACY POLICY

We are committed to ensuring that your privacy is protected. This privacy policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.

### 1 The information we collect and how we use it

When you register on the Up & Running Site we need to know your name and e-mail address. We also need to know it is safe for you to increase physical activity and that you have not current conditions that may compromise an increase in physical activity.

We gather this information to allow us to process your registration. The relevant information is then used by us to communicate with you on any matter relating to the conduct of your account and the Up & Running Site in general.

We may contact you by e-mail to ask you for your feedback and comments on the website and our products and services.

We will not share your name or email address with any third party.

## 2 Our use of cookies and other information gathering technologies

Cookies are information that are sent to and stored on your computer. They are used to identify you when you visit our sites. Cookies are used to remember passwords, usernames, passwords and your preferences.

## 3 How we protect your information

The internet is not a secure medium. However we have put in place various security procedures as set out in this policy. We also keep your information confidential. Our internal procedures cover the storage, access and disclosure of your information.

## 4 Sale of business

If this business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

## 5 Updating your details

If any of the information that you have provided to us changes, for example if you change your e-mail address, name or payment details or if you wish to cancel your registration, please let us know the correct details by sending an e-mail to [admin@upandrunningonline.org](mailto:admin@upandrunningonline.org).

## 6 Your consent

By submitting your information you consent to the use of that information as set out in this policy. If we change our privacy policy we will post the changes on this page, and may place notices on other pages of the website, so that you may be aware of the information we collect and how we use it at all times. We will also e-mail you should we make any changes so that you may consent to our use of your information in that way. Continued use of the Up & Running Site will signify that you agree to any such changes. Owing to the global nature of the Internet infrastructure, the information you provide may be transferred in transit to countries outside the European Economic Area that do not have similar protections in place regarding your data and its use as set out in this policy. However, we have taken the steps outlined above to try to improve the security of your information. By submitting your information you consent to these transfers.

## 7 How to contact Up & Running Online Running Courses

We welcome your views about our website and our privacy policy. If you would like to contact us with any queries or comments please send an e-mail to [admin@upandrunningonline.org](mailto:admin@upandrunningonline.org).

## TERMS OF MEMBERSHIP

### 18 Definitions

In these Terms, the following definitions apply:

“Fees” means the fees for registration of Up & Running Site and use of the Online Running Courses;

“Contract” means the contract for the provision of the Online Running Courses which includes the Terms of Use appearing above;

“Customer” means you – the person who registers for an Online Running Course on the Up & Running Site;

“Online Running Courses” means the right to use the Up & Running Site and the Course Materials described in the Up & Running Site;

“these Terms” means the terms of membership of the Up & Running Site set out below.

## 19 Formation of the Contract

19.1 These Terms, together with the terms of use of Up & Running Site, apply to the supply of the Online Running Course by Up & Running to you the Customer.

19.2 No contract exists between the Customer and Up & Running for the supply of the Online Running Course until Up & Running has received and accepted the Customer's registration fee and sends the Customer confirmation in writing to the email address the Customer has given. Once Up & Running does so, there is a binding legal contract between Up & Running and the Customer.

19.3 Up & Running may change these Terms without notice to the Customer in relation to the provision of future Membership Services.

## 20 Payment and Refunds

20.1 All fees are non-refundable, unless:

20.1.1 the information service is not available for a period lasting more than 3 days. In this circumstance, a pro rata refund may be granted upon written request by email at [admin@upandrunningonline.org](mailto:admin@upandrunningonline.org), however you acknowledge that we may refuse a request where we are able to provide the information service to you through alternative means (such as email, twitter etc); or

20.1.2 we agree to issue you with a refund in accordance with the clause (variation) below.

Upon receipt of a refund your agreement with us is at an end and we will cancel your account. You agree that this is your sole remedy in these circumstances.

20.2 All fees are non cancellable and non refundable except as expressly set out in these terms and conditions.

## 21 Provision of the Online Running Course

21.1 Details of the Online Running Course are set out in the Up & Running Site.

21.2 The Online Running Courses are supplied only for domestic and private use, and the Customer agrees not to use the Online Running Course including Blog, Forums and all Course Materials for any commercial purpose.

## 22 Fees

22.1 The Fees for the Online Running Courses are as shown on the Up & Running Site and are inclusive of any applicable Value Added Tax.

22.2 The Fees are payable on registration for the Up & Running Site.

22.3 Payment of the Fees can be made by any method shown in the Up & Running Site at the time the Customer registers for the Online Running Course.

## 23 Termination

23.1 The Contract will commence on the date when the Customer's registration for the Up & Running Site is accepted by Up & Running and will run for the period specified on the Up & Running Website.

23.2 Either party may, without limiting any other right, terminate the Contract by giving written notice to the other party if (i) the other party breaches any provision of these Terms or the Terms of Use and fails to remedy the breach within 7 days after receipt of a notice giving details of the breach and requiring it to be remedied; or (ii) the other party becomes bankrupt, goes into liquidation or administration, makes any arrangement or composition with his or its creditors, or a receiver or administrative receiver is appointed over any of the assets of the other party.

23.3 A delay by either party in acting on a breach of this Agreement will not be regarded as a waiver of the breach. If either party waives a breach of the Contract by the other, the waiver is limited to the particular breach.

23.4 Termination of the Contract will not affect either party's outstanding rights or duties, including Up & Running's right to recover any money owing to it under these Terms.

## 24 Warranty and Liability

24.1 Up & Running warrants to the Customer that the Online Running Course will be provided using reasonable care and skill and, unless Up & Running is prevented by circumstances beyond its reasonable control.

24.2 Up & Running shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Customer which is or are incomplete, incorrect or inaccurate.

24.3 Up & Running shall not be liable to the Customer for any unforeseeable loss or damages arising from the provision (or non-provision) of the Online Running Course, including loss of profit or consequential loss or damage.

24.4 Up & Running shall not be liable to the Customer by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Online Running Course, if the delay or failure was due to an act of God, war, terrorism, power failure, or any other cause beyond Up & Running's reasonable control.

24.5 To enable Up & Running to deal with any complaint that may arise relating to the Online Running Course, the Customer must provide full details of any complaint within 7 days of the supply of the relevant Online Running Course.

24.6 Nothing in these Terms affects any liability for death or personal injury caused by Up & Running's negligence or for fraudulent misrepresentation, or the Customer's statutory rights as a consumer.

## 25 Data protection

25.1 Up & Running will only use any personal information provided by the Customer as explained in the Privacy Policy above.

## 26 General

26.1 Up & Running may assign or sub-contract the Contract if this is necessary for operational reasons or in connection with a business transfer or reorganisation. Otherwise, the Contract is not transferable by either party.

26.3 These Terms and the Contract will be subject to Scottish law, and the Scottish courts will have jurisdiction in respect of any dispute arising from the Contract.