

WEBSITE TERMS OF USE AND SALE TERMS AND CONDITIONS

PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE.

1. THESE TERMS

- 1.1 This Agreement sets forth the universal terms and conditions, together with any documents referred to herein ("Terms"), on which we promote the Running Programs on behalf of the running coaches and they also govern your use of our website ("Website").
- 1.2 We Run Limited operates a website platform to bring together qualified and trained running coaches with customers.
- 1.3 Our Website can be found at www.we-run.co.uk which is owned by us and our details are listed below. ("Website")
- 1.4 In these Terms, "we/us/our" shall mean We Run Limited and "you/your" shall mean you as the customer or visitor to our Website.
- 1.5 We recommend that you please read these Terms before using our Website as they affect your legal rights and liabilities, and furthermore, the basis upon which we will offer our services to include access to qualified coaches and suitable running programs which may be delivered to you ("Programs") by coaches and access to specific coaching sessions ("Coaching Sessions"), whether you continue to browse or use the Website as a visitor, or purchase the Programs via the Website. By using the Website and your acceptance of these, you confirm you have read, accept and acknowledge these Terms and agree to adhere to these at all times. We recommend that you print a copy of these Terms or save a version to your computer for future reference.
- 1.6 Please read these Terms carefully before you submit and process your Order via our Website. These Terms tell you who we are, how you and either we or our affiliates may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms please contact us to discuss.
- 1.7 These Terms, and any contract formed between you and us, shall be in the English language.
- 1.8 All charges relating to the purchase of Programs on our Website are set out on our Website and will be stated inclusive of VAT (where applicable).
- 1.9 Where you communicate of a company or organisation, you agree that you have authority on its behalf to proceed with us.
- 1.10 When accepting these Terms and placing an Order via this Website, you accept that you are over the age of 18 years old and will complete our health screening questionnaire before proceeding.
- 1.11 We may from time to time make changes to these Terms and any policies and agreements which are incorporated herein and such changes shall be effective immediately upon posting to this Website. Your use of this Website after such changes or the purchase of our Programs, shall constitute your acceptance.

1.12 DISCLAIMER

If you decide to purchase our Programs via this Website, you agree that our Programs do not amount to medical or physical advice and simply constitute the coach's recommendations for training to best fit your profile. You should always seek medical advice when starting a new training regime. You also agree that upon placing an Order with us, you will participate in the Programs at your own risk and the Programs are provided "as is," and without warranty of any kind, either expressed or implied, including without limitation any warranty for information services, coaching, uninterrupted access, or the

Products provided through or in connection with this Website.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are We Run Limited, a company registered in England and Wales. Our company registration number is 08987794 and our registered office is at Full Stop Accounts, 25 Pen-Y-Lan Road, Cardiff, Wales, CF24 3PG

2.2 You can contact us by emailing us at john@we-run.co.uk

2.3 If we have to contact you we will do so by telephone or by email.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. HOW WE USE YOUR PERSONAL INFORMATION

3.1 We have a separate privacy policy (available on our website), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. Please take the time to read this, as it includes important terms which apply to you.

3.2 By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

4. YOUR ORDER

4.1 Upon expressing an interest in the Programs through the Website, you will either be placed or be able to select a suitable running coach, who will then make initial contact with you. If you then wish to proceed with the purchase of a Program or Coaching Sessions via our Website from your Coach, you may then do so. You will then be guided through the relevant ordering process. Please ensure that you have checked your Order carefully before submitting it to us.

4.2 Orders shall be accepted at our sole discretion. Acceptance of your Order will take place when you formally place an order to purchase the Program from your chosen Coach, via our Website and as soon as this is confirmed to you, a contract will then come into existence ("Order").

4.3 If we are unable to accept your Order, we will inform you of this. This might be because of unexpected limits on resources which could not reasonably be planned for etc.

4.4 If we accept your Order, we shall acknowledge this and then upon payment, we will confirm what Programs or Coaching Sessions you have agreed to buy which, will then be delivered to you at the agreed times, by your Coach.

4.4 By placing an Order via our Website, you agree that you are over the age of 18 years old and in good health. You will not proceed with your purchase if you cannot make these representations to us.

4.5 Once an Order is placed via our Website, an invoice will be generated on behalf of your Coach and you will be required to make payment. All payments received via our Website are held in a client holding account and then paid directly to your Coach (less our fee) and consequently, your agreement in relation to the provision of the Program and Coaching Sessions shall be between you and your Coach.

5. YOUR RESPONSIBILITIES

5.1 You acknowledge that you are solely responsible for your choice of coach that you choose to assist you with your training, exercise or fitness ("your Coach") from your chosen Program. We are not responsible for the provision of the Programs to you and we have no control over, are not responsible for, and do not provide support for the coaches

that provide their services via this Website. Apart from these Terms, your access to and any use of coaching services by your Coach, may also be subject to any other terms or any other agreement that you have entered in to with your Coach. Notwithstanding any other agreement between you, you agree that you will be bound by these Terms which are independent in their own right.

- 5.2 You shall ensure that all information provided to the Website does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.
- 5.3 You acknowledge that we are under no obligation to instruct your Coach to provide the coaching services until you complete the health screening questionnaire.

6. THE HEALTH SCREENING QUESTIONNAIRES

- 6.1 By submitting this form, you confirm that you have read and understood this information, and have taken the necessary steps to confirm your suitability to participate in the training sessions.
- 6.2 Whilst the Programs are designed for runners of all abilities from a novice runner to an advanced runner, the questionnaire is designed to ensure that you are suitable to participate in the Programs.
- 6.3 You confirm that you will complete this questionnaire truthfully and you acknowledge that by participating in the Program, you will be engaging in an acceptable level of exercise and that by participating in the Program, there is a risk of injury for which we shall have no liability for.
- 6.4 If you are in any doubt as to your suitability to participate in the Programs, you should consult with a medical practitioner particularly if the following apply or if you suffer from any of the following:
 - 6.4.1 if you have been told you have a heart condition, or feel a pain in your chest when you exercise;
 - 6.4.2 if you take medication for blood pressure or any other heart condition;
 - 6.4.3 if you ever lose your balance because of dizziness or you have previously passed out or lost consciousness;
 - 6.4.4 if you have a history of bone or joint problems that a change in any physical activity might aggravate; and
 - 6.4.5 if you know of any other reason why you should not participate in any of the Programs.

7. THE PROGRAMS AND COACHING SESSIONS

- 7.1 The price payable for the Programs shall be the prices shown on our Website from time to time, on our promotional literature or as agreed between you and your Coach and you agree to make the payment to us as indicated in the ordering process.
- 7.2 Any additional enhances or updates to the Programs as requested by you, may be subject to a further charge.
- 7.3 The Programs are available on an “as is” and “as available” basis. You shall therefore participate in the Programs and Coaching Sessions at your own risk.
- 7.4 Any Coaching Session is subject to availability and must be agreed with your Coach. No priority is given, and places are allocated on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Program or Coaching Session unless you have paid for this.
- 7.5 We strongly recommend that Customers ensure somebody is aware of where they are going, who they are meeting, when to expect them to return or contact them to confirm their safety, and how and when to raise the alarm. In addition, Customers are strongly

encouraged to present and request photographic proof of identification upon meeting with Coach, to ensure they are meeting the person they believe they are meeting.

8. FEES AND PAYMENT

- 8.1 Upon placing your Order and to enable completion of the Order, you will be required to make payment via our Website as directed.
- 8.2 We generally do not take any financial information from you when you purchase the Programs via our Website, but we may have access to this from the third party provider. For this reason, we only use the services of a secure third party payment provider which you will be notified of when you place your Order who will receive all financial information from you.
- 8.3 **Coaching Sessions (Expiration).** Unless agreed otherwise by either us or your Coach, any coaching sessions/Programs purchased through this Website must be scheduled and completed within 180 days from the date of purchase. Any coaching sessions not scheduled and used are forfeited and you will not be issued a refund.

9. CANCELLATION RIGHTS & REFUND POLICY

- 9.1 If you change your mind and no longer wish to proceed with the Programs or any of the coaching sessions, you may cancel your Order or the Contract before commencing the coaching services, subject to these Terms and Conditions. Any cancellation must be within 14 days after your acceptance of the Order and must be communicated to us in writing. To do this, you must formally notify us of your intention by written notice by emailing us or writing to us at john@we-run.co.uk. In the event that you have already received a Coaching Session, this will be deducted from any refund due to you.
- 9.2 We offer a further refund policy whereby we will consider any refunds requested more than 14 days after purchase, but these will be subject to a cancellation fee equal to 20% of the amount remaining after the cost of any training sessions already delivered have been deducted. Delivered sessions will be charged at the single session rate if fewer than 5 sessions have been delivered, and will be charged at the 5-9 session rate if 5 or more sessions have been delivered
- 9.3 If you are purchasing online running coaching or a bespoke training plan from our Website, then no refund shall be provided once the training plan has been delivered. Refunds requested after the initial consultation but before the training plan has been delivered will be subject to a cancellation fee equal to 50% of the fee paid. Refunds requested before the initial consultation and before any training plan has been delivered will be honoured in full. If you wish to cancel a subscription to online coaching, then you must give us written notice of this at least 7 days prior to the subscription renewal date (which is the same date of the month as your subscription was initially purchased). Please note that failure to provide us with such notice may incur a cancellation charge. Refunds for online coaching will not be granted retrospectively.
- 9.4 If for any reason, it is necessary for you to cancel a training session within your chosen Program, you agree to provide us with more than 48 hours' notice and in doing so, we will reschedule your session for an alternative date and time, or if this is not an option, we may refund any session fees to you at our discretion.
- 9.5 In the event you wish to cancel a training session within your chosen Program with less than 48 hours' notice to your Coach, then no fees will be refundable and you will not be able reschedule this session to an alternative date.
- 9.6 If for any reason, it is necessary for your Coach to cancel a training session due to inclement weather, sickness or any unforeseen circumstances, you will be permitted to reschedule your session or request a refund if it is not possible to reschedule.

10. YOUR REPRESENTATIONS

- 10.1 You confirm to us that you are over the age of 18 years old and you are able to participate in our Programs.
- 10.2 You acknowledge and confirm that you are in good mental and physical health and are unaware of any reason why you are unsuited to taking part in any of the Programs or may be likely to suffer illness or injury when taking part in the Programs we offer on our Website. If you are in any doubt whatsoever about your ability to take part in the Programs we offer on our Website, you should seek appropriate medical advice from a suitably qualified health professional. Any information on our Website should not be considered a substitute for consultation with a suitably qualified health professional.
- 10.3 By using our Website and agreeing to these Terms, you agree that you have sought the professional advice of a suitably qualified health professional and that they have agreed that you are able to participate in our Programs.
4. By participating in the Programs and Coaching Sessions, you acknowledge it is your responsibility to stop exercising immediately if you notice any detrimental physical effects. You confirm that in this case, you will seek the advice of a suitably qualified health professional and you agree that you will not continue to use any of the Programs unless that health care professional has advised you that you are fit and able to do so.
5. You agree to indemnify us and keep us indemnified from and against any and all losses, damages, liability, claims resulting in any way from your use of our Website or your participation in the Programs or Coaching Sessions, your use of any of the products/services promoted on our Website or resulting from any other breach of this Agreement by you whether directly or indirectly.

2. OUR LIABILITY TO YOU

- 11.1 We will only be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable.
1. Our maximum aggregate liability for breach of these Terms (including any liability for the acts or omissions of its employees, agents or subcontractors) whether arising in contract, tort (including negligence), misrepresentation or otherwise shall in no circumstances exceed the price that you have paid via our Website, unless there is malice aforethought or gross negligence on our part. In any case, we shall only be obliged to compensate for personal and direct damage to you for which we are liable.
2. We only supply goods/services for domestic and private use by consumers. We make no warranty or representation that the Programs are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
3. Nothing in these Terms seeks to limit or exclude our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
4. Nothing in these Terms seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

12. PUNCTUALITY

- 12.1 Once you have agreed the date, time and location for your Coaching Session, your Coach will meet you there. We appreciate that from time to time circumstances might cause you to be delayed for whatever reason. As such, your Coach will wait 15 minutes at the agreed location. We ask you to make contact with your Coach to advise that you are running behind schedule but if you fail to arrive within the 15 minutes or make con-

tact with your Coach directly, your Coach will leave and your Coaching Session will be treated as cancelled. This will be classed as a late cancellation and no refunds or alternative dates will be offered to you.

12.2 If you are late, the Coaching Session will be treated as though it had started on the agreed time and your Coach will not extend the session.

12.3 In the unlikely event that your Coach is delayed for whatever reason, the Coaching Session will commence at the time of arrival. If it is not possible to extend that Coaching Session for whatever reason, you will be offered to add this time to a future session.

13. TERMINATION OF THIS CONTRACT

13.1 We may end this Contract with you at any time by contacting you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is required to enable the Programs to be delivered to you by the running coaches; and

(c) we wish to do so and for no reason.

13.2 We reserve the right to withdraw the Programs and/or Coaching Sessions. We may write to you to let you know that we are going to stop providing these and we will let you know at least 7 days in advance if this is necessary, and will refund any sums you have paid in advance for any Programs and/or Coaching Sessions which will not be provided and/or suggest replacements.

13.3 **Termination by your Coach.** Notwithstanding the other rights to terminate in this clause, your Coach may also terminate their agreement with you at any time without notice.

WEBSITE USE

These Terms also set out the basis upon which you may use our Website whether you continue to purchase the Programs, or simply browse this, and these are as follows:

14 CHANGES TO OUR WEBSITE

14.1 We may change and update our Website from time to time to reflect changes in our products, services, user needs or business priorities.

15 ACCESS TO OUR WEBSITE

15.1 Access to our Website is temporary and we reserve the right to withdraw or amend access at our discretion.

15.2 There may be occasions when our Website, or any content on it, will not be available or maybe interrupted. We may suspend, withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will always try to give you reasonable notice of any suspension or withdrawal.

15.3 You are also responsible for ensuring that anybody else who accesses our Website through the internet connection is made aware of these Terms and any other such applicable terms and conditions, and ensuring that they comply with these.

15.4 Our Website is directed to people residing in the United Kingdom. We do not represent that content available on or through our Website is appropriate for use or available in other locations.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 We are the owner or the licensee of all Intellectual Property Rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 16.2 You must not use any part of the content on our Website for commercial purposes.
- 16.3 If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 16.4 Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.
- 16.5 You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us.

17 INFORMATION ON OUR WEBSITE

- 17.1 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.
- 17.2 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

18 WEBSITES WE LINK TO

- 18.1 Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 18.2 We wish to make it clear that we have no control over the contents of those sites or resources.

19 VIRUSES

- 19.1 We do not guarantee that our Website will be secure or free from bugs or viruses.
- 19.2 You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.
- 19.3 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

20 EVENTS OUTSIDE OUR CONTROL

- 20.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earth-

quakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our reasonable control.

21 LINKING TO OUR WEBSITE

- 21.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 21.2 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.
- 21.3 You must not establish a link to our Website in any website that is not owned by you.
- 21.4 Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.
- 21.5 We reserve the right to withdraw linking permission without notice.

22 WHOLE AGREEMENT

- 22.1 These Terms constitute the entire agreement between you and us regarding your use of our Website and the available Programs and Coaching Sessions.
- 22.2 The following documents outlining further terms relating to the provision of our goods / services and the use of our Website all are incorporated herein and include but are not limited to the following:
 - These Terms
 - Privacy Policy
 - Cookies Policy

In case of any conflict, then these Terms shall prevail over the other terms and agreements referred to above, unless expressly stated otherwise.

These Terms are applicable with the explicit exclusion of any other general, supplementary or special conditions that you as a Customer propose with use. This is irrespective of the way in which these other conditions are communicated to us without us being able to tacitly accept them or have any obligation to dispute their application.

23 MISCELLANEOUS

- 23.1 You may not transfer your rights or obligations under this Agreement but we may transfer our rights under this Agreement to someone else.
- 23.2 Nobody else has any rights under this Agreement. This Agreement is between you and us.
- 23.3 The invalidity of one or more of the provisions of the Agreement between the parties does not affect the validity of the remaining provisions. In the event that a provision should be invalid, the parties shall replace it by a new provision that adheres as closely as possible to the objectives of the original provision.
- 23.4 Even if we delay in enforcing 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 Agreement, 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.
- 23.5 The abstinence from, or failure to, exercise or enforce its rights by one party with respect to the other party will under no circumstances constitute a waiver thereof, unless

such a waiver is in writing and signed by the waiving party. No waiver shall be deemed to be a waiver of any subsequent breach nor any breach of any other provision.

- 23.6 **Which laws apply to this Contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Programs in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.