Lee Merrien Running Terms and conditions

Please see below our individually listed group membership & merchandise terms & conditions.

In General

Lee Merrien Running ("http://www.leemerrienrunning.com") owns and operates this Website. This document governs your relationship with **Lee Merrien Running**. Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. In the case of our active members and those eligible to use our members area this is for as long as you maintain your membership agreement with Lee Merrien Running. The 'Members area' is only accessible to those who are either a registered group member or current coaching client of Lee Merrien Running.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by Lee Merrien Running. Lee Merrien Running has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Privacy Policy

Our privacy policy, which sets out how we will use your information, can be <u>found here</u>. By using this Website, you consent to the processing described therein and confirm that all data provided by you is accurate.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Services; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material (commonly referred to as "spam") or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Lee Merrien Running will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Intellectual Property, Software and Content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of Lee Merrien Running or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Lee Merrien Running and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

Terms and conditions of group memberships

- 1) Group training days and times are as listed but are also liable to changes by Lee Merrien Running at any time. All members will be notified in advance of any changes of day, time or location for the relevant group of which you are a member of.
- 2) By signing up to a Lee Merrien Running group you will invited to join a social media for which you have signed up to. Notifications regarding training venues, changes to start times, as well as training group specific session information and other running relevant information with be communicated here.
- 3) All memberships to Lee Merrien Running are subject to availability. We will endeavour to accommodate all membership requests but anyone interested in joining should contact us at info@leemerrienrunning.com or contact us through our takepart page before making any payment in respect of your membership. This applies to membership and free trial sessions.
- 4) **Membership is valid from the time of payment until the end of your agreed period.** All memberships are set up on a re-occurring basis and it is up to members to set up and cancel their membership as required via a paypal account.
- 5) Membership to Lee Merrien Running can be cancelled at any time by members however we ask that members provide us with at least 7 days' notice before doing so. No member is tied to their membership for any longer than the period or frequency of which they have signed up to.
- 6) No refund will be given, including for missed sessions during your membership period.
- 7) By becoming a member you also acknowledge that this is entirely at your own risk and that no Lee Merrien Running coach(es) are liable nor any other person for any claims or causes of action whatsoever arising out of or connected with services provided. This includes use of any material or content contained within our member's area, hereby discharging any Lee Merrien Running coaches, trainers, and employee or content providers from any such claim or action
- 8) By becoming a member of Lee Merrien Running you also confirm you are of good health & injury free. Should this change it is your responsibility to notify us in writing and if necessary speak to your GP.
- 9) All members are required to complete the online form & ensure the information is correct. Should there be any health issues which may affect your participation please make us aware & you may need your GP to sign off on your participation.
- 10) Please note by becoming a member of Lee Merrien Running you also hereby grant permission for us to utilise any photographs, motion pictures, recording and any other references or records involving yourself within any training or events which we organise for any purpose including commercial use. Please note however this will only be related to the advertising or promotion of Lee Merrien Running based events, groups or services.
- 11) All group members will also be entitled to access of our member's area of our website. This is valid for as long as you are a current group member.
- 12) These conditions are subject to changes at any time.