

Terms and Conditions

Introduction

Welcome to www.lizweeks-running.co.uk. This website is owned and operated by Liz Weeks Running Specialist. By visiting our website and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as 'User Agreement').

This agreement is in effect as of 1st March 2021.

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarise yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

Application

These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you). We are Liz Weeks trading as Liz Weeks Running Specialist of 22 Crossways, Sittingbourne, Kent, ME10 4RH with email address hello@lizweeks-running.co.uk; (the Supplier, coach or us or we).

These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

General

By entering this website or purchasing or using our blog, e-mails, programs, services, and/or products, you are agreeing to accept all parts of this disclaimer. The information provided by Liz Weeks Running Specialist ("we", "us" or "our") on <https://www.lizweeks-running.co.uk> (the "Site") is for general information purposes only. All information on the Site is provided in good faith, however we make no warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information on the Site. Under no circumstances shall we have any liability to you for any loss or damage of any kind incurred as a result of the use of the Site or reliance on any information provided on the Site. Your use of the Site and any information on the Site is solely at your own risk.

Services

The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advertisement. All Services which appear on the Website are subject to availability.

We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

External Links

The Site may contain (or you may be sent through the Site) links to other websites or content belonging to third parties or links to websites and features in banners or other advertising. Reference or links in this Site, blog, e-mails, programs, services or products to any other business or entity's information, opinions, advice, programs, services, or products do not constitute our endorsement or recommendation. We are not responsible for the contents of any off-site web pages, companies or persons linked or referenced in this site. We will not be party to or in any way responsible for monitoring any transaction between you and third-party providers or products or services.

Testimonials

The Site may contain testimonials by users of our products and services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users and may not necessarily be representative of all users of our products or services. We make no guarantees concerning the level of success you may experience, and you accept the risk that results will differ for each individual. The testimonials and examples provided are exceptional results, which may not apply to the average purchaser, and are not intended to represent or guarantee that anyone will achieve the same or similar results.

Responsible Use and Conduct

By visiting the website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly, you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date. When registering to use the membership area of the Website you must set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret.

We may contact you by using e-mail or other electronic communication methods.

Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited.

You specifically agree:

- Not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means
- Engage in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.
- Attempt to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.
- You are solely responsible any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorised activities conducted by you, as explained above, and may incur criminal or civil liability.

We may provide various open communication tools on our website, such as blog comments, blog posts, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

- Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;
- Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;
- Contains any type of unauthorised or unsolicited advertising;
- Impersonates any person or entity, including Liz Weeks Running Specialist

Subscriptions to the membership area can be cancelled at any time by you logging into the Membership area and accessing your account settings or by emailing Liz Weeks Running Specialist at hello@lizweeks-running.co.uk and requesting cancellation of your subscription. You will continue to have access to the resources on the membership area for the period covered by your last payment.

Liz Weeks Running Specialist uses a third-party online payment processing service and does not hold any of your financial information. Details of their terms and conditions and privacy policy can be found at <https://stripe.com/>.

1 to 1 Coached Sessions

Your coach is a fully qualified and insured personal trainer (accredited on CIMSPA at Level 3/4) and UK Athletic running coach. Your coach will use their skills and knowledge to design a safe programme of exercise that will take into account your lifestyle, personal goals, fitness level and medical history. You understand that the results of any fitness programme cannot be guaranteed. Your progress depends on your effort and commitment in and outside of sessions.

All clients must complete a questionnaire before commencing any exercise programme. Your trainer may require a letter of 'medical clearance' from your GP depending on your health status. (Please be aware that your GP may charge for providing this letter)

If your coach has to cancel your session due to unforeseen circumstances, you will be contacted immediately and an alternative time arranged for your session.

Your Obligations:

- You are required to complete a questionnaire before commencing your first session and must inform the coach of any medical condition, injury or illness that may affect your ability to partake in physical activity. Your coach cannot be held liable in any way for any undeclared or unknown medical conditions. If your coach requires further medical information from your GP, this must be provided.
- You understand that the coach is not able to provide medical advice.
- You understand that there are inherent risks in participating in a physical activity programme. If you sustain or claim to sustain an injury whilst participating in training, you acknowledge that the coach is in no way responsible, except where the injury was caused by their gross negligence or intentional act.
- You are required to wear appropriate clothing and footwear. Clothes should be loose fitting and non-restrictive. Footwear should be comfortable and provide adequate support.

Payments

- Payment for block bookings must be made in full before the first session but sessions do not have to be scheduled at the time of booking.
- Sessions must be used within 6 months of the date of booking.

Refunds

- Block Booking – a full refund will be given if a block booking purchase is cancelled prior to participating in any of the sessions.
- No refunds will be issued once training has commenced.

Cancellations

- 24 hours notice is required for cancellation of a session.
- Notice of less than 24 hours will incur full payment of the session fee.
- Unforeseen events will be taken into consideration at the coach's discretion.
- At the coach's discretion, it may be possible to rearrange the session within the same week.

Lateness

- If you are late to a session it cannot be guaranteed that the session will be extended beyond the planned finish time.
- If the coach is late to a session, additional time will be added to the session or to subsequent sessions.

Health and Safety

- The coach is responsible for ensuring all equipment is in good working order
- If sessions are conducted on your premises, you are responsible for providing a safe exercise environment
- The coach has at least £5 million public liability insurance cover.
- Our 1 to 1 running coaching / strength and conditioning sessions may be based at Rodmersham Squash and Fitness Club near Sittingbourne. Whilst on their premises as a client of Liz Weeks Running Specialist, you are to abide by their club rules at all times.

Online Coaching

- Before commencement of an online coaching program, you will be asked to complete a questionnaire. It is important that the questionnaire is completed truthfully and in full. Failure to fill in the questionnaire completely or truthfully may lead to an inefficient or even incorrect running program being written for you. Furthermore, there could be delays in the service we are able to provide as a result.
- After receipt of your completed questionnaire, a video call will be arranged at a convenient time and a full assessment is made of your current running performance, fitness level and your running goals. You will receive your training plan within an agreed time frame.
- Payment for 1 month's coaching must be made in advance. Liz Weeks Running Specialist reserves the right to withhold a training plan if payment has not been received.
- Cancellation of online coaching services can be requested in writing with 7 days notice by emailing hello@lizweeks-running.co.uk.

Intellectual Property

- Any marketing, educational or other materials including programmes and nutritional services material made available to you, will at all times remain the property of Liz Weeks Running Specialist and is subject to copyright.
- You undertake to use such materials only for your own personal development and not to copy, publish or reproduce any such materials

Liability

- This Liability section applies only to the extent permitted by law. For the avoidance of doubt, the coach does not exclude or limit any liability for (a) personal injury (including sickness and death) where such injury results from the coach's negligence or wilful default, or (b) fraudulent misrepresentation.
- The coach does not accept liability (except as set out below) for any errors and omissions and reserve the right to change information, specifications and descriptions of listed packages and services. The coach will do their best to correct errors and omissions as quickly as practicable after being notified of them.
- The coach does not accept any liability whatsoever for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of services purchased from the coach or any other damage howsoever caused.
- The coach is not liable for loss or damage to your property
- The coach is not liable if you ignore their recommendation, at any time, to seek medical advice

Medical Waiver & Safety

By taking part in any of Liz Weeks Running Specialist's coaching services, training days, trips or following any of our training programs, you:

- Confirm that you are in good health and capable of participating in an exercise training program for the purpose of improving your fitness and reaching your goals.
- Understand and accept the risks of participating in any physical activity and have consulted a practicing medical physician to verify your ability to undertake a running and conditioning programme.

- Agree that no claims are to be made against Liz Weeks Running Specialist in case of injury, sickness, undeclared medical conditions / injuries or not achieving your performance goals.
- Agree to wear appropriate footwear and clothing at all times whilst taking part in physical activities.
- The information provided on our website is not intended to be a substitute for qualified medical guidance. All information contained within the website is for informational purposes only. We recommend that you follow professional advice in preparing for strenuous sporting activities. Individuals should always seek qualified medical advice regarding injuries, rehabilitation or before commencing a training program.

Force Majeure

Except where otherwise expressly stated in these terms and conditions, Liz Weeks Running Specialist regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure. In our terms and conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, technical problems with transport, closure of airports, ports or airspace, changes of schedules by airlines, adverse weather conditions, epidemics, health risks and pandemics, fire, closed or congested airports or ports and all similar events outside our control or the control of our suppliers.

Complaints

If you are in any way unsatisfied with the coaching service, 1-2-1 session or training plan provided to you, you have the right to request a 100% refund within the first 14 days of your paid for service or product. Such request together with your reasons for requesting a refund should be sent via e mail to hello@lizweeks-running.co.uk. After 14 days of service, all fees paid are non-refundable.

Gift Vouchers

All gift vouchers purchased are strictly non-refundable and expire 12 months after the original date of purchase.

Prices

All prices displayed on our website, publications or marketing literature are in GB Sterling and Liz Weeks Running Specialist reserves the right to change these prices at any time.

Governing Law

These terms and conditions are governed by English law without recourse to arbitration.

Please feel free to contact us via e mail hello@lizweeks-running.co.uk if you have any questions regarding our terms and conditions.