



## **TERMS AND CONDITIONS**

In these Terms and Conditions references to “we”, “us” and “our” are The Fun Run Committee that consists of the following charities: The Board of Deputies, British ORT, CST, Jewish Care, Jewish Community Centre for London, JNF, Maccabi GB, MDA, Norwood and World Jewish Relief.

### **ACCEPTANCE OF TERMS**

By accessing the content of [www.communityfunrun.org](http://www.communityfunrun.org) (“the Website”) you agree to be bound by the terms and conditions set out herein and you accept our privacy policy available at [www.communityfunrun.org/terms](http://www.communityfunrun.org/terms). If you object to any of the terms and conditions set out in this agreement you should not use any of the products or services on the Website and leave immediately.

You agree that you shall not use the Website for illegal purposes, and will respect all applicable laws and regulations. You agree not to use the website in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Website. You also agree not to compromise the security of the Website or attempt to gain access to secured areas or sensitive information.

You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from any infringement of the terms and conditions set out in this agreement.

All email communications sent by us and attachments thereto are intended only for the addressee and/or others authorised to receive them.

### **MODIFICATION**

We reserve the right to change any part of this agreement without notice and your use of the Website will be deemed as acceptance of this agreement. We advise users to regularly check the Terms and Conditions of this agreement.

We have complete discretion to modify or remove any part of this site without warning or liability arising from such action.

### **LIMITATION OF LIABILITY**

We will under no circumstance be liable for indirect, special, or consequential damages including any loss of business, revenue, profits, or data in relation to your use of the Website.

Nothing within this Agreement will operate to exclude any liability for death or personal injury arising as result of the negligence of us.

### **COPYRIGHT**

All intellectual property of ours such as trademarks, trade names, patents, registered designs and any other automatic intellectual property rights derived from the aesthetics or functionality of the Website remain the property of us.

By using the Website you agree to respect the intellectual property rights of us and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material contained within the Website.

## **DISCLAIMERS**

The information is provided on the understanding that the website is not engaged in rendering advice and should not be wholly relied upon when making any related decision.

The information contained with the Website is provided on an "as is" basis with no warranties expressed or otherwise implied relating to the accuracy, fitness for purpose, compatibility or security of any components of the Website.

We do not guarantee uninterrupted availability of the Website and cannot provide any representation that using the Website will be error free.

## **PRICE AND PAYMENT**

All prices are inclusive of VAT (where applicable) at the current rates and are correct at the time of entering the information onto the system. We reserve the right, however, to change prices at any time without notice to you.

We accept Visa, Delta, Switch and MasterCard. Payment will be taken from your card immediately as you place your order. If you subsequently fail our security checks or for any reason we will refund your card with the original amount within 24 hours of notifying you. Please note that this may take up to 5 working days for your bank to process these refunds and we cannot be held responsible for any delays in refund payments.

You confirm that the credit or debit card that is being used is yours.

All credit / debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay or non-delivery.

## **CANCELLATION RIGHTS**

Once you have filled out the registration form online and payment has been processed you will not be eligible for a refund for any reason.

## **PRIVACY POLICY**

We will treat all your personal information:

- As confidential and will only disclose the same in the circumstances set out below; and,
- In accordance with Data Protection legislation from time to time in force in England and Wales.

When you book on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing and delivery address, credit card or other payment information. We confirm that this information will be held by us in accordance with the registration we have with the Data Commissioner's office and collected lawfully in accordance to the Data Protection Act 1998. We will use your personal information for the following purposes:

- Processing your orders;
- To administer this Website;

## **THIRD PARTIES**

The Website may contain hyperlinks to websites operated by other parties. We do not control such websites and we take no responsibility for, and will not incur any liability in respect of, their content. Our inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites.

## **SEVERANCE**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

## **GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by the laws of England and any user of the Website hereby agrees to be bound exclusively by the jurisdiction of English courts without reference to rules governing choice of laws.