

England Athletics – registration and course and workshop booking terms and conditions

1. **These terms**

1.1 **What these terms cover.** These are the terms and conditions on which we take payment for registration to Athletics Hub (where applicable) and arrange course and workshop bookings for you.

1.2 **These terms are for those individuals based in England only.**

If you have any questions or complaints about the course / workshop, and you are based in England, please contact us. You can do so by telephoning our customer service team at 0121 347 6543 or writing to us at enquiries@englandathletics.org or England Athletics, Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham, B42 2BE.

If you are based in Wales, Scotland or Northern Ireland and you have any questions or complaints about the course / workshop, they have their own terms and conditions and they can be contacted as follows:

- [Wales](#)
- [Scotland](#)
- [Northern Ireland](#)

No matter where you are based, if your query is about Athletics Hub (and **not** your course or workshop booking), you need to contact England Athletics.

1.3 **Why you should read them.** Please read these terms carefully before you register and/or make your booking. These terms tell you who we are, how we will charge for registration (if applicable), how we will provide the courses and / or workshops to you, how you and we 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. Please also read our Athletics Hub [terms of use](#) if you are registering for Athletics Hub.

2. **Information about us and how to contact us**

2.1 **Who we are.** We are **England Athletics Limited** a company registered in England and Wales. Our company registration number is 05583713 and our registered office is at Athletics House, Alexander Stadium, Walsall Road Perry Barr, Birmingham B42 2BE. Our registered VAT number is 887115693.

How to contact us. You can contact us by telephoning our customer service team at 0121 347 6543 or by writing to us at enquiries@englandathletics.org or England Athletics, Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham, B42 2BE.

2.2 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your registration and/or booking.

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

3. **Our contract with you**

3.1 **How we will accept your registration / booking.** Our acceptance of your registration and/or booking will take place when we email you to confirm or accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your registration and/or booking.** If we are unable to accept your registration and/or booking, we will inform you of this in writing and will not charge you for the registration / course / workshop (as applicable). This might be because you have not provided all of the information needed for registration, because the course or workshop is fully booked or because we do not have sufficient numbers registered to the course or workshop for it to run.

3.3 **Your Athletics Hub / booking number.** We will assign an Athletics Hub membership / booking number to your registration / booking and tell you what it is when we accept your registration and/or booking. It will help us if you can tell us the registration / booking number whenever you contact us about your registration and/or booking.

4. **Your rights to make changes**

If you wish to make a change to your registration and/or to the course and / or workshop you have booked, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the cost of registration and/or the price of the course / workshop or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. We have a standard administration fee to make any changes to your course / workshop booking of £30 per change. Charging the administration fee is at our discretion and we reserve the right to waive the administration fee in exceptional circumstances. If we cannot

make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 6- Your rights to end the contract).

5. **Delivering the courses / workshops**

5.1 **When we will provide the course / workshop.** During the booking process we will let you know the date of the course and / or workshop you have booked. This will also be displayed on our website prior to booking.

5.2 **We are not responsible for delays outside our control.** If our delivery of the course / workshop is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any courses / workshops you have booked but not yet attended.

5.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can deliver the course / workshop to you, for example, any special arrangements you may require. If so, this will have been requested at the time of booking on our website. If you do not provide the information requested, we may not be able to book you on the course / workshop.

5.4 **We may also suspend supply of the course / workshops if you do not pay.** If you do not pay us for the course / workshop when you are supposed to (see clause 10.4) and you still do not make payment within 5 (five) days of us reminding you that payment is due, you will not be able to attend the course / workshop. We will contact you to tell you that you cannot attend.

6. **Your rights to end the contract**

6.1 **You can always end your contract with us.** Your rights when you end the contract will depend on how we are performing and when you decide to end the contract:

6.1.1 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 6.2;**

6.1.2 **If you have just changed your mind about the registration / course / workshop, see clause 6.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

- 6.1.3 **In all other cases (if we are not at fault and there is no right to change your mind), see clause 6.6.**
- 6.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any registration made and/or course / workshop which has not been delivered and you may also be entitled to compensation. The reasons are:
- 6.2.1 we have told you about an error in the price or description of the registration and/or course and / or workshop you have booked and you do not wish to proceed;
- 6.2.2 in relation to courses and/or workshops, there is a risk that delivery of the course / workshop may be significantly delayed because of events outside our control;
- 6.2.3 you have a legal right to end the contract because of something we have done wrong.
- 6.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most courses / workshops booked online or registrations placed online, you have a legal right to change your mind within 14 (fourteen) days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 6.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of registration when you have used the related services and / or courses / workshops once these have already been delivered and you have attended the course, even if the cancellation period is still running.
- 6.5 **How long do I have to change my mind?** You have 14 (fourteen) days after the day we email you to confirm we accept your registration and / or booking. However, once you have accessed Athletics Hub and we have delivered the course / workshop you cannot change your mind, even if the 14 (fourteen) day period is still running.
- 6.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 6.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for the services not used on Athletics

Hub and / or for courses / workshops not yet delivered but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

7. **How to end the contract with us (including if you have changed your mind)**

7.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

7.1.1 **Phone or email.** Call customer services on 0121 347 6543 or email us at enquiries@englandathletics.org. Please provide your name, home address, details of the order and, where available, your phone number and email address.

7.1.2 **Online.** Complete the [form](#) on our website.

7.1.3 **By post.** Simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

7.2 **How we will refund you.** We will refund you the registration fee and/or price you paid for the course / workshop by the method you used for payment. However, we may make deductions from the price, as described below.

7.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the services accessed on Athletics Hub and / or delivery of the course / workshop for the period for which it was delivered, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

7.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 (fourteen) days of your telling us you have changed your mind

8. **Our rights to end the contract**

8.1 **We may end the contract if you break it.** We may end the contract for registration to Athletics Hub delivering a course / workshop at any time by writing to you if:

8.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 (five) days of us reminding you that payment is due;

- 8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to deliver the course / workshop to you;
- 8.1.3 for courses / workshops you do not attend (where the course / workshop has a series of sessions) more than 2 (two) sessions;
- 8.1.4 for registration, if you do not comply with the Athletics Hub [terms of use](#).
- 8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for courses / workshops (or such part thereof) that we have not delivered but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 8.3 **We may withdraw Athletics Hub.** We may write to you to let you know that we are going to close down Athletics Hub. We will you know as soon as possible and will refund you a proportionate amount in accordance with clause 7.4 .
- 8.4 **We may withdraw the course / workshop.** We may write to you to let you know that we are going to stop providing the course / workshop. We will let you know as soon as possible where we are no longer providing the course / workshop and will provide you with the option to book onto another, alternative course / workshop or will refund you the full amount in accordance with clause 7.4.
9. **If there is a problem with the course / workshop**
- Summary of your legal rights.** We are under a legal duty to supply courses that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the course / workshop. Nothing in these terms will affect your legal rights.

If your product is **services**, for example the access to Athletics Hub and/or delivery of courses / workshops, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

10. **Price and payment**

- 10.1 **Where to find the price for registration and / or the course / workshop.** The price of registration and / or the course / workshop (which includes VAT) will be the price indicated on the registration and / or booking pages when registered and / or when you placed your booking.

We take all reasonable care to ensure that the prices advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of registration and / or the course / workshop you book.

- 10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we deliver the course / workshop, we will adjust the rate of VAT that you pay, unless you have already paid for the course / workshop in full before the change in the rate of VAT takes effect.
- 10.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the registration details and / or courses / workshops we deliver may be incorrectly priced. We will normally check prices before accepting your registration booking so that, where the registration / course / workshop's correct price at your registration / booking date is less than our stated price at your registration / booking date, we will charge the lower amount. If the registration / course / workshop's correct price at your registration / booking date is higher than the price stated to you, we will contact you for your instructions before we accept your registration / booking.
- 10.4 **When you must pay and how you must pay.** Payment for the registration / courses / workshops we offer is carried out through a third party payment provider (to which the website will direct you automatically) and we therefore do not collect any of your financial information. You must pay the full price for registration / the course / workshop at the time of registration / booking.
11. **Our responsibility for loss or damage suffered by you**
- 11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the

negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation and for breach of your legal rights in relation to the course / workshop.

11.3 **We are not liable for business losses.** We only provide Athletics Hub and deliver the courses / workshops for domestic and private use. If you use Athletics Hub the courses / workshops for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. **Rights in the course / workshop content.** We retain all rights in relation to Athletics Hub / the course / workshop content and nothing in the contract passes any rights to you in this regard.

13. **How we may use your personal information**

How we may use your personal information. We will only use your personal information as set out in our [privacy policy](#).

14. **Other important terms**

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

14.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. If you would like to change the details of the person registered with Athletics Hub / attending the course / workshop you have booked then please contact us in accordance with clause 0.

14.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 **Even if we delay in enforcing this contract, 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 contract, 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.

14.6 **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 the English courts.