



TERMS & CONDITIONS

Things you need to know...

This page (together with our Privacy Policy, Terms of Website Use and Website Acceptable Use Policy and Competition Terms & Conditions) tells you information about us and the legal terms and conditions (Terms) on which we provide walking and/or well-being sessions (Stride Sessions) and sell any of the products (Products) listed on our website (our site) to you.

These Terms will apply to any contract between us for the provision of Stride Sessions and/or the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them, before subscribing to any Stride Sessions and/or ordering any Products from our site. Please note that by subscribing to Stride Sessions and/or ordering any Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

You may decide to print a copy of these Terms or save them to your computer for future reference.

We may amend these Terms from time to time as set out in clause 12. Every time you wish to subscribe to Stride Sessions and/or order any Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

1.1 We operate the website www.simplystride.co.uk. We are Simply Stride Limited, a company registered in England and Wales under company number 8137034 and with our registered office at Cumberland House, 24-28 Baxter Avenue, Southend-on-Sea, Essex, SS2 6HZ.

1.2 To contact us, please see our Contact Us page.

2. Booking a Stride Session

2.1 When you're ready to book a Stride Session, please secure your booking online or with your Head Stride Coach. Your booking will then be confirmed by email.

2.2 Fees can be paid online by debit card or credit card, by cheque (made payable to Simply Stride) or by bank transfer, the details of which are as follows:

Sort Code: 09-01-28

Bank: Santander

Bank account:

08843907

2.3 If you're paying online by debit card or credit card, we accept all major credit and debit cards.

2.4 All Stride Sessions must be used by you within 12 weeks of payment being received.

2.5 If you need to cancel a Stride Session, please see the cancellation procedure at clause 13 below.

2.6 Sometimes, due to unforeseen circumstances, for example a coach being ill, or if there is extremely bad weather, we may need to cancel a Stride Session, change the venue or move the date. We reserve the right to do this and we will try to give you as much notice as possible.

Where appropriate, and in our sole discretion, we will offer to refund the Stride Session.

3. Ordering our products

3.1 You can only pay for Products using a debit card or credit card. We accept all major debit and credit cards.

3.2 Payment for the Products and all applicable delivery charges is in advance. However, we won't charge your debit card or credit card until we dispatch your order.

3.3 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Therefore, your Products may vary slightly from those images.

3.4 The packaging of the Products may vary from that shown in the images on our site.

3.5 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if already made.

4. Our medical disclaimer

4.1 The information given on our site is not intended and nor should it be treated as medical advice or diagnostic services and is merely provided as guidance. You should contact a health professional if you have a medical problem or are concerned about your health. We do not warrant that information we provide will meet your health or medical requirements.

4.2 We take your enjoyment and the effectiveness of our training very seriously. We offer a wide range of activities to suit all ages, life stages and abilities. Sometimes certain medical conditions may restrict the activities you can enjoy. It's vital that you complete the Enrolment and Medical Form and return it to us online before your first Stride Session commences, or bring it with you on the day. If we don't receive these forms, unfortunately we reserve the right to cancel your place.

4.3 If any medical conditions (that you've already notified us of) change or you begin to suffer from a new medical condition, you must fill out a new Enrolment and Medical form.

4.4 With some medical conditions, we may recommend that you have a doctor's written approval before you proceed with your Stride Session, which you'll need to provide before you take part. We may recommend that, owing to your medical condition, Stride Sessions aren't right for you and we reserve the right to refuse your participation (in your best interests of course).

4.5 However, if we (and your doctor) believe that you're healthy enough to proceed with Stride Sessions, we will not accept liability for any injury, discomfort or complications suffered during, or in relation to the Stride Sessions, unless arising from our negligent acts or omissions, whether you have made us aware of an existing or previous medical condition or not. Whilst we will do our best to help and support you, you will be taking part in Stride Sessions entirely at your own risk.

5. Photography

We love sharing our special moments and successes from Stride Sessions. Sometimes we'll invite a photographer along to capture them. These photos and images and the intellectual property contained therein will be owned at all times by us and we reserve the right to photograph and film events for training purposes, as well as to assess your progress. We might also use the images for publicity on our site and promotional materials. If you would prefer not to be photographed, please notify us in writing before your Stride Session takes place.

6. User contributions

6.1 We welcome contributions from our members. To do this, you'll need to register on our site. Any personal information we collect will be stored and used in accordance with our Privacy Policy.

6.2 Communications from you (unless they are of a personal or health-related nature) are treated as non-confidential and non-proprietary. This means we can use the information for any purpose, for example in publicity materials. Your contributions to our site should not contain any material which is offensive, pornographic, defamatory, blasphemous, unlawful or likely to infringe any applicable law (whether civil, criminal or religious). You agree that any contribution you supply is original to you and not supplied (in whole or in part) by a third party. Any opinions or information expressed by you, are not necessarily our opinions are used at your own risk, particularly advice of a medical, fitness training, exercise or diet nature.

6.3 We have the absolute right to monitor, edit or refuse to post user contributions, and to disclose such contributions (and the circumstances surrounding their transmission) to a third party. We also reserve the right to block you from contributing to our site, and to suspend or terminate your account.

7. Use of our site

Your use of our site is governed by our Terms of website use and Website Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

8. How we use your personal information

We only use your personal information in accordance with our Privacy Policy. For details, please see our Privacy Policy. Please take the time to read these, as they include important terms which apply to you.

9. If you're a consumer

This clause 9 only applies if you're a consumer.

As a consumer, you have legal rights in relation to Stride Sessions and/or Products that are not as described or are faulty. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

10. If you're a business customer

This clause 10 only applies if you're a business.

10.1 If you're not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to subscribe to Stride Sessions and/or purchase Products.

10.2 These Terms and the Privacy Policy, Terms of Website Use and Website Acceptable Use Policy constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

10.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or our Privacy Policy, Terms of Website Use and Website Acceptable Use Policy.

10.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

11. How the contract is formed between you and us

11.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

11.2 After you place an order, you will receive an e-mail from us acknowledging that we've received your order. However, please note that this doesn't mean that your order has been accepted. Our acceptance of your order will take place as described in clause 11.3.

11.3 We'll confirm our acceptance to you by sending you an e-mail that confirms that the Stride Session has been subscribed to or the Product has been dispatched (Confirmation Email). The Contract between us will only be formed when we send you the Confirmation Email.

11.4 If we're unable to supply you with a Stride Session and/or Product, for example because a Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 16.5, we'll inform you of this by e-mail and we won't process your order. If you've already paid for the Stride Session and/or Product, we'll refund you the full amount as soon as possible.

12. Our right to vary these terms

12.1 We may revise these Terms from time to time in the following circumstances:

12.1.1 changes in how we accept payment from you; and

12.1.2 changes in relevant laws and regulatory requirements.

12.2 Every time you subscribe to Stride Sessions and/or order Products from us, the Terms in force at that time will apply to the Contract between you and us.

12.3 Whenever we revise these Terms in accordance with this clause 12, we'll keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

13. Your consumer right of return and refund

This clause 13 only applies if you're a consumer.

13.1 If you're a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Changes) Regulations 2013. The right to cancel a stride session or block of sessions is set out in clause 13.3 below and in relation to products is set out in clause 13.3.1 below. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

13.2 This cancellation right does not apply where the relevant Stride Session has not been cancelled in accordance with clause 13.3, or in relation to Products where the Contract for the Product has not been cancelled in accordance with clause 13.3.1, or in the case of:

13.2.1 any Products made to your specification or clearly personalised;

13.2.2 newspapers, periodicals or magazines;

13.2.3 perishable goods, such as food, drink or fresh flowers; and

13.2.4 software, DVDs or CDs which have a security seal which you have opened or unsealed.

13.3 You may cancel a Contract from the date you enter into the agreement with us to provide those sessions and lasts for 14 days from that date. This date will be confirmed to you in the Confirmation E mail. If you agree to the Stride sessions starting within this 14 day period you will

be charged for those sessions that you have had the benefit of on a pro rata basis. Cancellation of the Contract must be given in writing as detailed in Clause 13.4 below. If you cancel a Stride Session outside of the 14 day period you will still need to pay for the Stride Session in full. At our discretion, we may consider moving your booking to a different time in the same week or issue a refund.

13.3.1 You may cancel a Contract for a Product from the date that you enter into the agreement with us to provide the Product to you (subject to the exceptions set out in clause 13.2.1-13.2.4 inclusive above) until 14 days from the date that you receive that Product.

13.4 To cancel a Contract, please contact us in writing to tell us by sending an e-mail to enquiries@simplystride.co.uk or by sending a letter to Cumberland House, 24-28 Baxter Avenue, Southend-on-Sea, Essex, SS2 6H2. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.

13.5 You will receive a full refund of the price you paid for the Stride Session and/or Products and any applicable delivery charges you paid for, if cancellation is made within the 14 day period from the date that the Contract is made, subject to the exceptions set out in clauses 13.2.1-13.2.4 and subject to any pro rata charge as set out in clause 13.3 or in relation to Products as set out in clause 13.3.1 above. We'll process the refund due to you as soon as possible and, in any case, within 14 calendar days of the day on which you gave us notice of cancellation as described in clause 13.3 and 13.3.1. If you returned any Products to us because they were faulty or mis-described, please see clause 13.6.

13.6 If you have returned Products to us under this clause 13 because they are faulty or mis-described, we'll refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

13.7 If you paid for your Stride Session and/or Products by debit card or credit card, we'll refund the credit card or debit card you paid with.

13.8 If the Products were delivered to you:

13.8.1 you must return the Products to us as soon as reasonably practicable;

13.8.2 unless the Products are faulty or not as described (in this case, see clause 13.6), you will be responsible for the cost of returning the Products to us; and

13.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

13.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Confirmation Email.

13.10 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 13 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

14. Delivery of Products

14.1 Your order will be fulfilled by the estimated delivery date set out in the Confirmation Email, unless there is an Event Outside Our Control. If we're unable to meet the estimated delivery date because of an Event Outside Our Control, we'll contact you with a revised estimated delivery date.

14.2 Delivery will be completed when we deliver the Products to the address you gave us.

14.3 If no one is available at your address to take delivery, we'll leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery.

14.4 The Products will be your responsibility from the completion of delivery.

14.5 You own the Products once we have received payment in full, including all applicable delivery charges.

15. No international delivery

15.1 Unfortunately, we do not deliver to addresses outside the UK.

15.2 You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.

16. Price of products and delivery charges

16.1 The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of a Product you ordered, please see clause 13.5 for what happens in this event.

16.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Confirmation Email.

16.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we'll adjust the VAT you pay, unless you have already paid for the Product in full before the change in VAT takes effect.

16.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time. To check relevant delivery charges, please refer to our Delivery Charges page.

16.5 Our site contains a number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Product you have ordered we'll inform you of this error and we'll give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we're unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Product to you at the incorrect (lower) price.

17. Our liability if you're a business

This clause 17 only applies if you're a business customer.

17.1 We only supply Stride Sessions and/or Products for internal use by your business, and you agree not to use Stride Sessions or Products for any re-sale purposes.

17.2 Nothing in these Terms limit or exclude our liability for:

17.2.1 death or personal injury caused by our negligence;

17.2.2 fraud or fraudulent misrepresentation;

17.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

17.2.4 defective products under the Consumer Protection Act 1987.

17.3 Subject to clause 17.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

17.3.1 any loss of profits, sales, business, or revenue;

17.3.2 loss or corruption of data, information or software;

17.3.3 loss of business opportunity;

17.3.4 loss of anticipated savings;

17.3.5 loss of goodwill; or

17.3.6 any indirect or consequential loss.

17.4 Subject to clause 17.2 and clause 17.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Stride Session and/or the Product(s).

17.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that Stride Sessions and/or Products are suitable for your purposes.

18. Our liability if you're a consumer

This clause 18 only applies if you're a consumer.

18.1 If we fail to comply with these Terms, we're responsible for loss or damage you suffer that's a foreseeable result of our breach of these Terms or our negligence, but we're not responsible for any loss or damage that isn't foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

18.2 We only supply Stride Sessions and/or Products for domestic and private use. You agree not to use Stride Sessions and/or Products for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

18.3 We do not in any way exclude or limit our liability for:

18.3.1 death or personal injury caused by our negligence;

18.3.2 fraud or fraudulent misrepresentation;

18.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

18.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

18.3.5 defective products under the Consumer Protection Act 1987.

19. Events outside our control

19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 19.2.

19.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport or any hacking or unauthorised access to our site or the failure of any utility service such as hosting services provided to us by a third party from time to time.

19.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

19.3.1 we'll contact you as soon as reasonably possible to notify you; and

19.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we'll arrange a new delivery date with you after the Event Outside Our Control is over.

20. Communications between us

20.1 When we refer, in these Terms, to "in writing", this will include e-mail.

20.2 If you're a consumer:

20.2.1 To cancel a Contract in accordance with your legal right to do so as set out in clause 13, you must contact us in writing by sending an e-mail to enquiries@simplystride.co.uk or by sending a letter to Cumberland House, 24-28 Baxter Avenue, Southend-on-Sea, Essex, SS2 6H2. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.

20.2.2 If you wish to contact us in writing for any other reason, you can send this to us by e-mail to enquiries@simplystride.co.uk or by pre-paid post to Simply Stride Limited at Cumberland House, 24-28 Baxter Avenue, Southend-on-Sea, Essex, SS2 6H2.

20.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

20.4 If you're a business:

20.4.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, e-mail, or posted on our site.

20.4.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if sent by e-mail, one working day after transmission; or, if posted on our site, immediately.

20.4.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

20.4.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

21. Other important terms

21.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

21.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

21.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

21.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

21.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

21.6 If you're a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

21.7 If you're a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21.8 If you're a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

21.9 We will not file a copy of the Contract between us.

21.10 Further terms and conditions, specific to Stride Competitions can be found in our [Competitions Terms & Conditions](#)