

Runneth London – WEBSITE TERMS AND CONDITIONS

Welcome to Runneth London (www.runnethlondon.com) Website Terms and Conditions for use.

These terms and conditions ("The Terms") apply to Runneth London websites and any social media or email communications between you and Runneth London ("Us"). By accessing this website, you agree to be bound by these terms and conditions. If you do not agree to be bound by these terms and conditions, you may not use or access this website.

1. DEFINITIONS

"Cookies" means small text files which our Website places on your computer's hard drive to store information about your session and to identify your computer;

"Personal Information" means the details provided by you on registration;

"Service" means the service displayed on the Website;

"Terms" means these terms and conditions;

"United Kingdom" means England, Wales, Scotland, Northern Ireland and the Channel Islands;

"Users" means the users of the Website collectively;

"We/Us/Our" means Runneth London or belonging to Runneth London;

"Website" means the website located at www.runnethlondon.com or any subsequent URL which may replace it;

"You/Your" means a user of this Website or belonging to a user of this Website.

USE OF THE WEBSITE

2. Access

You are provided with access to this Website in accordance with these Terms.

3. Your Legal Obligation

3.1. You confirm that:

3.1.1. all information and details provided by You to Us (including on registration) are true, accurate and up to date in all respects and at all times (Note that You can update or correct your personal details at any time by emailing Us at info@runnethlondon.com);

3.1.2. You will comply with the restrictions on your use of the Website as set out in these Terms; and

3.1.3. in relation to any material You submit or post on the Website, You have the right to do so and have obtained all necessary licences and or approvals.

3.2. You agree to compensate Us from any claim or damages (including any legal fees in relation to such claim or damages) made by a third party in respect of any matter in relation to or arising from your use of the Website including any breach or suspected breach of these Terms or your violation of any law or the rights of a third party.

4. Your Use of the Website

4.1. You agree that in using the Website You will not:

4.1.1. use the Website in any way that may lead to the encouragement, procurement or carrying out of any criminal activity; or

4.1.2. use the Website for any purpose other than your personal non-commercial use.

4.2. We reserve the right to suspend, restrict or terminate your access to this Website at any time without notice at Our sole discretion if We have reasonable grounds to believe You have breached any of the restrictions above.

5. Indemnity

5.1. You agree fully to indemnify, defend and hold Us, and our officers, directors, employees, agents and suppliers, harmless from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Terms by You or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your Login Details and/or your Personal Information.

6. Our rights

6.1. We reserve the right to:

6.1.1. modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to You and You confirm that We shall not be liable to You or any third party for any modification to or withdrawal of the Website; and/or

6.1.2. change the Terms from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly the Website to determine whether the Terms have been changed. If You do not agree to any change to the Terms then You must immediately stop using the Website.

7. Third party links

7.1. You may establish links to the Website provided:

- 7.1.1. You do not replicate the homepage or any other page of the website;
 - 7.1.2. You do not remove, distort or obscure advertisements, the copyright notice or other notices on the Website;
 - 7.1.3. You do not imply in any way that We endorse any products or services other than our own;
 - 7.1.4. You do not misrepresent your relationship with Us nor present any false information about Us;
 - 7.1.5. You do not link from a website not owned by You;
 - 7.1.6. Your website does not contain content that is distasteful, offensive or controversial, or does not comply with all applicable laws and regulations;
 - 7.1.7. You give Us notice of such link by sending an email message to Us at info@runnethlondon.com; and
 - 7.1.8. You immediately remove and stop providing links to the Website if notified by Us.
- 7.2. You shall fully indemnify Us for any loss or damage suffered by Us for breach of clause 8.1.
 - 7.3. We may provide links to third party websites from time to time (via advertising or otherwise) for You to access at your sole discretion. These links are provided for Your ease of reference and convenience only. We do not control such third party websites and are not responsible for their availability or their contents. Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators. You acknowledge that We will not be party to any transaction or contract with a third party that You may enter into and We shall not be liable to You in respect of any loss or damage which You may suffer by using those websites. You agree that You will not involve Us in any dispute between You and the third party.

GENERAL TERMS

8. Intellectual property and right to use

- 8.1. You acknowledge and agree that your use of the Website and its contents grants no rights to You in relation to Our intellectual property rights including, without limitation, copyright, trademarks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties in the Website and its contents.
- 8.2. You may not copy, reproduce, republish, download, post, broadcast, record, transmit, display, commercially exploit, edit, communicate to the public or distribute in any way the services, web pages or materials on the Website or the computer codes of elements comprising the Website other than for Your own personal non-commercial use. Subject to the above, You may download insubstantial excerpts of this content to Your computer hard disk for the purpose of viewing it provided that no more than one copy of any information is made.
- 8.3. Any use other than that permitted under this clause may only be undertaken with Our prior written authorisation.
- 8.4. Any rights not expressly granted in these Terms are reserved by Runneth London.

9. Limits on liability

- 9.1. Nothing in these Terms and Conditions shall exclude or limit Our liability for fraudulent misrepresentation or for death or personal injury resulting from Our negligence or the negligence by Us, Our employees or agents.
- 9.2. We do not accept any liability for damage to Your computer system or loss of data that results from Your use of the Website and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features.
- 9.3. Whilst We use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to Our attention, We do not warrant that the information on the Website itself will be free from errors or omissions.
- 9.4. We do not warrant that the Website will be available uninterrupted and in a fully operating condition.
- 9.5. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond Our control.
- 9.6. All content and services on the Website are provided on an 'as is' and 'as available' basis. We do not make any representation or give any warranty (whether express or implied) in respect of the Website or its content, including, without limitation, any information given (on a personal or general basis) and statements made by advertisers on or via the Website. Any decisions or action taken by You, or not taken by You, on the basis of information provided on or via the Website are at Your sole discretion and risk and You should obtain individual professional advice where necessary. The contents of the Website do not constitute advice and should not be relied upon in making, or refraining from making, any decision.
- 9.7. We hereby exclude to the fullest extent permitted by applicable law all liability and responsibility for any amount or kind of loss or damage howsoever arising and of whatever nature which may result to You or a third party ((including without limitation, any direct, indirect, punitive or consequential loss or damages) and whether in tort (including without limitation negligence), contract or otherwise) incurred in connection with your use of the Website in any way or in reliance on any information contained on it or on any websites linked to it, including any viruses that may infect your computer software, data or other property.

10. Severance

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.

11. Waiver

No waiver by Us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

12. Entire Agreement

These Terms govern Our relationship with You relating to this subject matter and supercede all previous written or oral agreements relating to it.

13. Governing Law and Jurisdiction

The Terms shall be governed by and construed in accordance with the laws of England and You irrevocably submit to the exclusive jurisdiction of the courts of England.

CONTACT DETAILS

If you have any questions about the rights and restrictions set out in these Terms, please contact us at info@runnethlondon.com.

FEEDBACK

If you have any feedback, questions or complaints regarding the Website, please contact us at info@runnethlondon.com.

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