



Terms of membership

We are so pleased you have decided to subscribe to membership of Glamoraks - please read the following important terms and conditions before you commit to subscribing.

These terms, together with our website terms of use and privacy policy, set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

It is important to us that this website remains an informative and positive space and these terms are intended to ensure that we achieve this goal and to ensure that we (both you and us) are legally protected and supported. Please let us know if there are any clauses that you do not understand or that contradict your understanding of our membership.

In this contract:

- 'We', 'us' or 'our' means 'Glamoraks', the trading name of Melissa Talago of 5 Portland Street, York, YO31 7EH; and
- 'You' or 'your' means the person subscribing to our membership.

If you would like to speak to us about any aspect of this contract, please contact us by e-mail at hello@glamoraks.com

BACKGROUND

The objective of the Glamoraks website and membership is to create an online community of women walkers so they can:

- share their love of walking
- find other women to walk with locally or anywhere in the world
- get ideas for walks, challenges or adventures
- learn from the experiences of others
- have questions answered
- get motivated and inspired to explore
- receive regular updates by email and notifications via email or the icon on your phone

1 Introduction

- 1.1 If you subscribe to our membership, you agree to be legally bound by these terms.
- 1.2 If you use any of our free resources (for example podcasts, workbooks, articles, newsletters or any other resources we may offer free of charge from time to time) you also agree to be legally bound by these terms as appropriate, excluding the clauses relating to payment and consumer rights legislation.

- 1.3 When subscribing to our membership or using any resources you also agree to be legally bound by:
- 1.3.1 our website terms of use and privacy policy; and
 - 1.3.2 specific terms which apply to our membership, for example our membership description which is set out on the membership webpage [here](#)

All these documents form part of these terms as though set out in full here.

- 1.4 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract of sale between us is made (see the summary box below). We shall give you this information in a clear and understandable way either in these terms or on the relevant webpage for our membership services.

We shall give you information on:

- the main characteristics of the membership you are signing up to
- who we are, where we are based and how you can contact us
- the price of the membership
- the arrangements for payment, accessing your membership benefits and any relevant timeframes
- how to exercise your right to cancel your membership in the cooling off period
- our complaint handling policy

2 Subscribing online

- 2.1 Below, we set out how a legally binding contract between you and us to subscribe for our membership is made:
- 2.2 You subscribe to our membership by clicking on the 'Join the Community' button on our Glamoraks home page, which will take you to the [Glamoraks home page on Mighty Networks](#).
- 2.3 Then you must enter your details to sign up to the network. **Subscription is currently free** but if this changes, any new members upon sign up will need to enter your payment details with 'Stripe', which is our third-party payment processor. You will have the option of paying monthly or annually. Details of the current subscription fees are [here](#) and you can find more details about the signing up process in a short video found [here](#)
- 2.3.1 When you complete the sign up process, you will receive an email confirming your subscription. At this point:
- (a) a legally binding contract will be in place between you and us, and
 - (b) you will gain access to the membership benefits set out in 3.1 below.

3 Membership

- 3.1 When you subscribe to our membership you will gain access to all of the benefits of the Glamoraks community as described in detail on our membership homepage [here](#) and which include:
- 3.1.1 the ability to communicate with other members of the Glamoraks community to plan walks, share stories, get ideas for future walks and learn from each others' experiences;
 - 3.1.2 have questions answered by other members and the Glamoraks team;
 - 3.1.3 the opportunity to buy and sell walking kit;
 - 3.1.4 the opportunity to attend exclusive events for Glamoraks members.
- 3.2 You have certain protection under consumer rights legislation, including that any services we provide to you must be carried out with reasonable care and skill.

- 3.3 The information we include on our website is for general information purposes only and does not constitute health advice which is specifically tailored to your needs.
- 3.4 Your access to the membership benefits might be affected by events beyond our reasonable control. If so, there might be a delay before we can re-establish your access, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we shall try to re-establish your access as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include a failure in internet service or website server.

4 Your responsibilities

- 4.1 If you are a subscriber, you will pay the subscription charges for the membership (if applicable) in accordance with the membership webpage.
- 4.2 You will keep any username and password we may give you secure and not pass them on to third parties
- 4.3 On joining please pay careful attention to the information in the [Quickstart video](#) and to the [Safety policy](#), which deals with important points regarding your safety.
- 4.4 We are unable to undertake due diligence on every member who signs up or every walk that a member recommends or organises and we exclude all liability for any injury or loss you may suffer whilst taking part in a meetup, walk or any other type of activity arranged through our website. We advise you to take the usual sensible precautions when meeting someone you have only met online before and we have set some of these precautions out [here](#).
- 4.5 Where a member submits a post on our website suggesting a walk, they are not thereby accepting all responsibility for that walk and the safety of the people who join it. You acknowledge and accept that responsibility is shared jointly between all participants on a walk.

5 Charges and payment

- 5.1 Membership is currently free as set out on the membership webpage.
- 5.2 Any other fees paid for events or courses will be non-refundable except for your right to a cooling off period as described in clause 10 below.
- 5.3 Refunds for any purchases made of clothing or kit, whether via the Glamoraks shop or via the Buy and Sell section from other members, will be outlined on a case by case basis.
- 5.4 Payment for courses or events is via Stripe.
- 5.5 If any payments due are not paid on the due date, your subscription, attendance or access will be suspended until we receive payment.

6 Walking weekends and other events

- 6.1 From time to time we may offer members access to Glamoraks events. We shall use third parties in connection with such events. For example, depending on the type of event, accommodation, meals, guest talks, walking itineraries, walking guides and activities may be provided by carefully chosen third parties. You acknowledge that we ordinarily contract with these third parties on their normal terms of business, which may not be entirely consistent with these terms. If any delay or failure by a third party properly to provide subcontracted services causes a delay or failure in our performance of these terms, it is agreed that:
- 6.2 we shall use all reasonable endeavours to apply for your benefit all rights or remedies available from the relevant third party; and
- 6.3 except to the extent the delay or failure is caused by a failure to use our reasonable care and skill in the management or selection of a third party, we shall not be in breach of these terms and shall have no liability to you arising out of any such delay or failure.

7 Intellectual property

If we provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to us and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.

8 How we may use your personal information

8.1 We shall use the personal information you give to us to:

- 8.1.1 Give you access to your membership benefits;
- 8.1.2 process your payment for the membership; and
- 8.1.3 inform you about any similar products and services that we provide, though you may stop receiving this information at any time by contacting us.

Further details regarding our use of your personal data can be found in our [privacy policy](#) and on the [privacy policy of Mighty Networks](#), the operating platform upon which Glamoraks is run. There is a GDPR-specific addendum which you can also read [here](#).

All information shared by you will be kept strictly confidential, except when releasing such information is required by law.

8.2 We shall not give your personal information to any third party unless you agree to it.

9 Resolving problems

9.1 In the unlikely event that there is a problem with your membership, please contact us as soon as possible and give us a reasonable opportunity to sort out any problems with you and reach a positive outcome.

9.2 If you are buying services from us nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

10 Cooling off period, cancellation and membership termination

Currently all membership is free. Should subscription membership be instituted, please note the following with regard to a cooling off period.

10.1 As a consumer you have a 'cooling off period', which means you will have the right to cancel your membership within 14 days of signing up without giving any reason. At the point that you sign up you will give to us your payment details but we give you a 14 day free trial and you will not be charged your membership fee until the end of the free trial. This free trial is your cooling off period.

10.2 After the 14 day free trial which is your cooling off period, you can cancel your membership at any time and you will continue to have access until the end of the billing period. You will not receive a refund of your fees. If you have signed up for the annual membership you will continue to have access until the end of the 12 month period. You will not receive any refund in respect of your annual membership fee. You can find more details about the process for cancelling your membership [here](#).

10.3 Where you book an event with us which is due to take place on a specified date, you do not have the right to a 'cooling off period' and you will not receive a refund if you cancel your ticket or do not show up to the event. We have to uphold our commitments to our own suppliers, so unfortunately we are not able to make any exceptions to this no-refund policy, not even for personal emergencies.

10.4 In the event you are unable to attend an event:

- 10.4.1 you may transfer your place to another woman, subject to our prior approval of your replacement; or
- 10.4.2 you can choose to offer your place as a special bursary to a suitable woman selected by us in need of the event.

10.5 We may terminate your membership at any time on [one month's] written notice to you. If we terminate your membership (other than for breach of these terms or the membership rules under

clause 10.6) we shall refund to you a pro rata portion of your membership fee in respect of any unused time.

10.6 We may terminate your membership and our contract with you immediately if you commit any material breach of these terms or our membership rules, which are [here](#).

11 Limit on my responsibility to you

11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury due to our negligence), we are not legally responsible for any:

11.1.1 losses that:

(a) were not foreseeable to you and us when our contract was formed

(b) were not caused by any breach of these terms on our part

11.1.2 business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.

11.2 Our total liability to you is limited to the amount of subscription fees paid by you to us.

12 Disputes

12.1 We shall try to resolve any disputes with you quickly and efficiently.

12.2 If you and us cannot resolve a dispute using our internal complaint handling procedure and either of us want to take court proceedings, the courts of the England and Wales will have exclusive jurisdiction in relation to this contract.

12.3 English law will apply to this contract.

13 Third party rights

13.1 No one other than a party to this contract has any right to enforce any term of this contract