

Terms and Conditions

About the Newbury Velo website and services

Our website, www.newburyvelo.cc, is owned and operated by the members of Newbury Velo Cycling Club (Newbury Velo), a cycling club which provides organised activities for people of all ages interested in cycling in Newbury and surrounding areas. We are a club, made up of a society of members, run by members for its members. This document sets forth the terms and conditions under which you may use our website and access the services offered through our website and our events section on the Spond app. This website offers visitors a means of joining Newbury Velo (also referred to as the Club) to find out about Club activities and share information of common interest with members. By accessing or using the website and supporting applications, you confirm that you have read, understood, and agree to these terms and conditions.

Who can use our website?

Anyone can use the public area of our website; however, in order to fully use our services, you must be at least 18 years of age. Children aged 12-17 may access club services and activities if a parent or guardian supervises them.

Key commercial terms

When buying a subscription to the Club or paying a participation fee for an event run by the Club, you agree that:

- (i) You are responsible for reading the full item listing before committing to purchase:
- (ii) (ii) You enter into a legally binding contract to purchase an item when you commit to buying an item, and you complete the check-out payment process.

The fee for the service(s) and any other charges you may incur with your use of the service(s) and possible transaction fees will be charged to your payment method. Such amounts will be made clear at the time of purchase.

Membership Fees

Membership Fees are agreed upon annually at the Club AGM. We offer a Come & Try facility for cyclists to experience up to 2 activities before we ask them to pay a membership fee. In addition, we will refund membership fees within 14 days of joining the Club if you are not wholly satisfied, refunding to the original payment method.

Security of Payments

All online credit and debit card transactions take place on secure servers. British Cycling facilitates our membership payments, Square provides our online event club payments, and SumUp provides the off-the-bike kit shop payments. Stripe powers our event application Spond.

Privacy Statement

Newbury Velo does not sell, rent or share personal details you submit to any third party. We may use your name, phone number or email address to contact you about the programme of events we offer and to enable you to access our events. British Cycling securely stores your membership details. Please read our full Privacy Policy [here](#).

Photography and video consent

Club policy is to allow photography and video at events/activities organised by the Club, which are open to all ages, but to request consent from the parent or guardian before publishing any media from events organised specifically for children. Any member not wishing to be included in photographs or videos should make this desire known to the photographer and the Club, and we will make reasonable endeavours not to publish any associated media on the platforms the Club manages (although the Club cannot control posts made by individual members of photos and video taken during club activities).

Right to change services.

Without prior notice, we may change the services, stop providing the services or any features of the services we offer, or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason or no reason.

Ownership of intellectual property, copyrights and logos

The service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Newbury Velo. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a licence in or under any such Intellectual Property Rights, and you agree not to sell, licence, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognise and agree that by uploading any content (including, but not limited to, images, animations, videos, audio files, logos, and illustrations) through any means to the website, you confirm that you own all the relevant rights or received the appropriate licence to upload/transfer the

content. You consent that the uploaded/transferred content may be publicly displayed on the website.

User accounts

We may permanently or temporarily terminate or suspend your access to the service provided by our Event application (Spond) without notice and liability for any reason, including if, in our sole determination, you violate any provision of these terms or any applicable law or regulation. You may discontinue use and request to cancel your account and any services. Notwithstanding anything contrary in the preceding, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment and information removed from systems in line with our data retention policy (see Privacy Policy).

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Newbury Velo be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service. In signing up for events with Newbury Velo or any other event while riding for Newbury Velo, you agree to abide by the terms and conditions required by the Club and its affiliated organisations (Cycling UK, British Cycling and Cycling Time Trials) for the safe participation in the activity, and confirm that:

- (1) you will act responsibly and adhere to the rules of the road,
- (2) you are fit and healthy enough to participate,
- (3) your cycle is in a safe, legal and roadworthy condition, and
- (4) Newbury Velo cannot be held responsible for any personal injury, accident, loss, damage or public liability during the event.

To the maximum extent permitted by applicable law, Newbury Velo assumes no liability or responsibility for any:

1. Errors, mistakes, or inaccuracies of content
2. Personal injury or property damage of any nature whatsoever resulting from your access to or use of our service
3. Any unauthorised access to or use of our secure servers and any personal information stored therein

Right to change and modify terms.

We reserve the right to modify these terms occasionally at our sole discretion. Therefore, you should review these pages periodically. When we materially change the Terms, we will notify you of material changes. Your continued use of the website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any

of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive promotional messages and materials from us occasionally by mail, email, or any other contact form you may provide (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please notify us at any time at comms@newburyvelo.cc

Preference for law and dispute resolution

These Terms, the rights and remedies provided hereunder, and all claims and disputes related hereto and to the services shall be governed by, construed under and enforced in all respects solely and exclusively by the law of England.

Contacting the Club

If you wish to contact us about these Terms and Conditions, please contact secretary@newburyvelo.cc

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