

England Athletics Website Terms of Use

About England Athletics

England Athletics Ltd, a company registered in England under number 5583713, and our registered address is at Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham, B42 2BE, UK (we, us, our).

We are the membership and development body for grass roots athletics and running clubs in England. We support our member clubs and athletes from start to finish with, for example, coach development opportunities, competitions and events, resource provision for whole club development planning, volunteer training and recognition, welfare support and event registration.

What these Terms do

These terms (Terms) apply to the use of our website at www.englandathletics.org (the website). These terms also apply to any services accessible through the Website, unless separate or additional terms apply, in which case they will be displayed on-screen or be made accessible via a link.

By using the website, you confirm that you accept and agree to be bound by these terms and acknowledge that they constitute a legally binding contract between us and you (and, if relevant, any organisation – such as a school or club – on whose behalf you are acting). If you are acting on behalf of any organisation, you confirm that you have the necessary authority to bind that organisation. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

We only use any personal data we collect through your use of the website in the ways set out in our [privacy policy](#) which sets out the terms on which we process any personal data we collect from you or that you provide to us.

When you access the website we also have a [cookie policy](#) which applies to your access and use of the website.

Both of these policies are incorporated in to these terms and conditions.

In these terms, references to you (and your, etc.) means both you as an individual user and also the organisation on whose behalf you are acting (if any).

We may change these terms from time to time by changing them on the website.

These terms were last updated on 26th November 2018.

Definitions

"User" means the users of the Website collectively and/or individually as the context admits.

"User Information" means your personal details, which may be provided by you to us via the Website

"Website" means www.englandathletics.org

"we/us" means England Athletics (and "our" shall be interpreted accordingly).

"you" means you, as a user of the website and "your" shall be interpreted accordingly.

Accessing the Website

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or

change all or any part of our website without notice. We will try to give you reasonable notice of any suspension or withdrawal.

You are responsible for making all arrangements necessary for you to have access to our website.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use (and other applicable terms and conditions), and that they comply with them.

Intellectual Property

All copyright, trade marks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or our licensors. Those rights are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, or any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You are permitted to use the material or content only as expressly authorised in writing by us or our licensors. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors. You will not, and you will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

If you become aware of any such distribution or commercial exploitation, you agree to notify us immediately.

You acknowledge that by posting materials on the website you grant to us and our licensors and assigns an irrevocable, perpetual, royalty free, worldwide licence to use the materials both within the website and in any other manner. The licence extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.

If you print off, copy or download any part of our website in breach of these terms and conditions, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Functionality and Content

We reserve the right to change the design, features and/or functionality of the website by making the updates as we deem necessary.

The website content may be updated at any time. We reserve the right to remove, block access to, cease to provide and/or update content on the website, with or without notice to you, if we need to do so for security, legal or on any other reasonable ground.

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

This website may include information and materials uploaded by other Users, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other Users do not represent our views or values.

If you wish to complain about information and materials uploaded by other Users please contact us on info@englandathletics.org.

We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the standards set out in these terms and conditions.

External Links

Where our website contain links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked website or information you may obtain from them.

We have no control over the consents of those websites or resources.

Linking to Our Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website to which you are linking must comply in all respects with the content standards set out in these terms and conditions.

If you wish to make any use of content on our website other than that set out above, please contact: info@englandathletics.org

Viruses

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the

Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

Acceptable Use

You agree that any use by you of the website shall be in accordance with the following conditions:

- you will not post or transmit through the website any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would (or could reasonably) violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are vulgar, crude, sexist, racist or otherwise offensive. You will always treat other Users with respect;
- you will not post or otherwise make available on the website any material, which you do not own without the express permission of the owner of the material;
- you will abide by the specific rules of any competition or promotion that you participate in on or via the Website. Unless we tell you otherwise, all prize draws and competitions offered via the Website are only open to people resident in the United Kingdom; and
- you will not do anything that affects the operability or security of the website or causes unreasonable inconvenience or offence or disruption to our staff or other Users.

Safety

We give our ongoing commitment to ensuring through our policy of safety that you can use the website with confidence. When using the website, in particular any bulletin boards or chat forums, you should always take the following precautions:

- guard your identity. Do not give out your full name, postal address, telephone number, e-mail address, the name of Your school or any other information, other than to people you know well and trust or if specifically requested by us;
- take particular care if you choose to meet with people you have met online. Do so as part of organised group activity and always ensure that someone else knows where you are going and who you will be with;
- do not reply to any messages that are hostile, rude or inappropriate, or in any way make you feel uncomfortable.

Termination

We reserve the right immediately to terminate your use of the website if you breach or we have reasonable grounds to believe that you are likely to breach these terms and conditions, or you otherwise engage in conduct which we determine in our sole discretion to be unacceptable.

Our Liability

Nothing in this agreement shall limit or exclude our liability to you:

- for death or personal injury caused by our negligence;
- for fraudulent misrepresentation; or
- for any other liability that may not, under English law, be limited or excluded.

Please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

General

If we fail to enforce any of our rights, that does not result in a waiver of that right.

If any provision of these terms and conditions is found to be unenforceable, all other provisions shall remain unaffected.

These terms and conditions may not be varied except with our express written consent.

These terms and conditions shall be governed by English law, and you and we both agree that any dispute between you and us regarding them or the app will only be dealt with by the English courts.

Contacting Us

Please submit any questions you have about this agreement or any problems concerning the Website by email to info@englandathletics.org or via the [Contact Us](#) page on our website or write to us at:

Postal address: England Athletics, Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham, B42 2BE