

DATE: 2 NOVEMBER 2012

WEBSITE TERMS AND CONDITIONS

1. INFORMATION ABOUT US

This website, www.activeplacespower.com ("**Active Places Power Website**") is owned and operated by Sport England.

Sport England is the brand name for the English Sports Council of 3rd Floor, Victoria House, Bloomsbury Square, London WC1B 4SE, a non-departmental public body under the Department for Culture, Media and Sport.

Unless otherwise noted, the terms "**Sport England**", "**we**" and "**us**" on this page refer to the English Sports Council.

By "**you**" we mean you the individual browser or the corporate entity on whose behalf you are accessing and using the Active Places Power Website.

2. RELATIONSHIP BETWEEN THE ACTIVE PLACES POWER USER LICENCE AGREEMENT, ACTIVE PLACES POWER OPEN DATA LICENCE, WEBSITE TERMS AND PRIVACY STATEMENT

This page contains the legal terms and conditions that apply to your use of the Active Places Power Website (including by accessing and browsing it, printing, copying and downloading from it, posting to it, linking to or from it or registering with it) ("**Use**") (the "**Website Terms**"). These Website Terms set out our entire agreement with you relating to your use of the Active Places Power Website (excluding your use of the Active Places Data as that term is defined below through the Active Places Power Website) and these Website Terms supersede any and all other terms, conditions, warranties or representations relating to the foregoing to the maximum extent permitted by applicable law.

These Website Terms incorporate the terms of our Privacy Statement, which explains the personal data that we collect about you and process when you Use the Active Places Power Website. You can view our Privacy Statement by clicking here. [\[Link\]](#) When you agree to these Website Terms, you are deemed to have read, understood and agreed to our Privacy Statement in its entirety. There may also be legal notices on other areas of the Active Places Power Website that relate to your Use of the Active Places Power Website, all of which will, together with these Website Terms and our Privacy Statement govern your Use.

You must read these Website Terms carefully and we recommend that you print and keep a copy of them for your future reference. By your continuing Use, you confirm that you have read, understood and agree with these Website Terms in their entirety. If you do not agree to these Website Terms in their entirety, you must not Use or continue to Use the Active Places Power Website.

These Website Terms do not govern use of the Active Places Data or the Active Places API (as those terms are defined below). Your use of the Active Places Data and Active Places API shall be governed by the Active Places Power User Licence Agreement [\[Link\]](#) and by the

Active Places Power Open Data Licence [\[Link\]](#) which you must accept when registering with us in order to receive a password giving you access to the Active Places Data and the Active Places API through the Active Places Power Website.

In the event of a conflict or ambiguity between these Website Terms and the terms set out in any of the Active Places Power User Licence Agreement or the Active Places Power Open Data Licence, then the terms of the Active Places Power User Licence Agreement and the Active Places Power Open Data Licence shall prevail over these Website Terms, including the Privacy Statement.

3. CHANGES TO THE ACTIVE PLACES POWER WEBSITE AND WEBSITE TERMS

We reserve the right to change, suspend or permanently close the Active Places Power Website and update these Website Terms from time to time. We recommend that you revisit this page regularly to keep informed on the current Website Terms which apply to your Use. By continuing to Use the Active Places Power Website, you will be deemed to have agreed to any changes to these Website Terms.

4. YOUR USE OF THE ACTIVE PLACES POWER WEBSITE

Your Use of the Active Places Power Website's links, messages or information (including the Active Places Data) ("**Content**") must only be for lawful purposes and must not be in a way that infringes our or anyone else's rights or restricts or inhibits ours or anyone else's enjoyment of the Active Places Power Website.

Except where the relevant page of the Active Places Power Website and these Website Terms or the Active Places Power User Licence Agreement or Active Places Power Open Data Licence expressly permit you to do so, or we consent in writing to you doing so, you may not Use the Active Places Power Website to do any of the following:

- copy, reproduce, use or otherwise deal with any Content on the Active Places Power Website;
- use, modify, distribute or re-post the Content or any part of it for any commercial exploitation (except where you first obtain a licence to do so from us or, as applicable, from the relevant nominated partner and in such case we reserve the right to charge you for such commercial exploitation); or
- reproduce, crawl, frame, link to or deep link into the Active Places Power Website on or from any other website.

You must not:

- introduce viruses, Trojans, worms, logic bombs or other Content which is, or may be, malicious or technologically harmful to us or anyone else;
- attempt to gain unauthorised access to any part of the Active Places Power Website, the server on which the Active Places Power Website is stored or any server, computer or database connected to the Active Places Power Website;
- attack the Active Places Power Website including attacks via denial-of-service or distributed denial-of service;

- post or distribute any defamatory, obscene messages or Content which may otherwise be unlawful (including that which includes any other person's proprietary information such as trade marks, copyrighted or confidential information or trade secrets and where you are not authorised by the owner or rights holder to post or distribute such information).

You acknowledge that any breach by you of these Website Terms may be a breach of criminal offence under the Computer Misuse Act 1990 (UK) and that we may report such actual or suspected breaches to the relevant law enforcement authorities and co-operate with those authorities, including by disclosing your identity or IP address to them. In the event of any actual or suspected breach, your Use the Active Places Power Website is to cease immediately or we may terminate it.

The Content on the Active Places Power Website is for the purpose of promoting products and services available in the UK and if you choose to Use the Active Places Power Website from outside the UK, then you are responsible for your compliance with local laws if and to the extent local laws are applicable.

5. ACCURACY OF CONTENT AND YOUR RELIANCE ON IT

The Content on the Active Places Power Website is provided for general information purposes only and does not constitute legal or other professional advice or endorsement of any third party and so you may not rely upon it as such. Views expressed in user generated Content are the opinions of those users and do not represent our views, opinions, beliefs or values and we reserve the right to monitor, edit or censor such user generated Content where we consider it appropriate or necessary to do so.

To the maximum extent permitted by law, we

- disclaim all representations and warranties, express or implied, that the Content in or on the Active Places Power Website is accurate, complete, up-to-date and/or does not infringe the rights of any third party; and
- exclude all liability for any loss and/or damages which directly or indirectly arise from or in connection with your Use of the Content on the Active Places Power Website.


6. ACCESS TO THE ACTIVE PLACES POWER WEBSITE AND YOUR ACCOUNT

We permit your Use of the Active Places Power Website on a temporary basis only and reserve the right to withdraw or change the Content or products and services provided on the Active Places Power Website without notice.

To register an account with us and log into it on the Active Places Power Website, you must provide us with your email address and a password. Your account details may be used by you to access the Content or Use the Active Places API and when you use your email address, password and account, you are authorising us to carry out the instructions you have given to us on the Active Places Power Website.

You are responsible for maintaining the confidentiality of your password and any account registration or activities that occur under your account.

7. INTELLECTUAL PROPERTY RIGHTS

"Sport England", "Active Places" and the  are UK registered trade marks of Sport England.

We own or are the authorised licensee of all intellectual property rights (including copyright) in and to the Active Places Power Website. Copyright laws and treaties around the world protect these works and all rights in and to them are reserved to us.

If you acquire any copyright or other intellectual property rights in the Active Places Power Website or any of the Active Places API or Content on the Active Places Power Website (including any rights you may have in user generated Content that you submit through the Active Places Power Website), whether by operation of law or otherwise, then you agree to assign such rights to us on a worldwide basis absolutely to the fullest extent permitted by law. You also unconditionally and irrevocably waive any and all moral rights you acquire in or to the Active Places Power Website and its Content or such Active Places API. You further agree to execute all such documents and do all such acts and things as we may reasonably require in order to assign any such rights to us and to waive any moral rights you acquire in or to the Active Places Power Website or its Content or such Active Places API.

You may print or make copies of or download a reasonable number of extracts of any Content from the Active Places Power Website for your personal use or any purpose expressly authorised by the Active Places Power User Licence Agreement or Active Places Power Open Data Licence and reference or to draw the attention of others known to you to the Content on the Active Places Power Website.

You agree you will not modify in any way the paper or digital copies of any Content that you have printed or downloaded from the Active Places Power Website or Use any of the Active Places Power Website's graphics (including illustrations and photographs) or video or audio sequences separately from any accompanying text.

In using the Content or Active Places API on the Active Places Power Website, you must always acknowledge our status (and that of any identified contributors) as the authors of the Content or Active Places API.

If you print, copy or download any part of the Active Places Power Website in breach of these Website Terms, you agree your Use of the Active Places Power Website is to immediately cease or may be terminated by us and that you will, at our option, return to us or destroy any copies of such Content.

8. LINKS TO OTHER WEBSITES FROM THE ACTIVE PLACES POWER WEBSITE

The Active Places Power Website contains links to websites of third parties that we think you may want to visit. These links are provided for your information only. We do not vet these websites and do not have control over their Contents. Except where required by applicable law, we do not accept liability in respect of your Use of these websites or their operators or for any loss or damage that may arise from your Use of them. While accessing other websites via links from the Active Places Power Website, you will be subject to the terms and conditions of use and privacy policies that govern the use of those websites.

9. OUR LIABILITY AND THE RIGHTS OF THIRD PARTIES

Although we use reasonable efforts to ensure that the Active Places Power Website is free from viruses and other malicious or harmful content, we do not guarantee that your Use of the Active Places Power Website (including any Content on or website accessible from the Active Places Power Website) will not cause damage to your computer or other devices. You are responsible for ensuring that you have the right equipment (including antivirus software) to use the Active Places Power Website safely (and any websites which are accessed via links from the Active Places Power Website) and to screen out anything that could damage or harm your computer or other devices.

To the maximum extent permitted by law, we will not be liable to you or any other person for any of the following:

- any loss or damage which may arise as a result of any failure by you to protect your password or account details;
- the Active Places Power Website being unavailable or inaccessible at any time or for any period;
- delays or interruptions to the delivery of any Content on the Active Places Power Website or any products and services provided by us on the Active Places Power Website; or
- any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your Use of the Active Places Power Website and any Content on the Active Places Power Website or any website accessible from the Active Places Power Website.

In relation to the Content and the Active Places API on the Active Places Power Website or any website accessible from it, to the extent permitted by law, we expressly exclude any liability for any of the following:

- all conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, indirect or consequential loss or damage incurred by you or any other person in connection with the Active Places Power Website or in connection with the Use, inability to Use or results of Use of the Active Places Power

Website or any website accessible from it or any Content on them, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; or

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this exclusion shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Nothing in these Website Terms shall exclude or limit our liability for death or personal injury caused by our negligence or our liability for fraudulent misrepresentation fraud, or any other liability that we cannot exclude or limit under applicable law. If any provision in the disclaimers and exclusions from liability contained in these Website Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

No third party shall be entitled to enforce any of these Website Terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (UK) or otherwise.

10. JURISDICTION, APPLICABLE LAW AND LANGUAGE

These Website Terms shall be governed by and construed in accordance with English law and any matter or dispute arising out of or in connection with Use of the Active Places Power Website (including any contract entered by you with us through the Active Places Power Website) is subject to the exclusive jurisdiction of the courts of England and Wales. All contracts shall be concluded in English.

11. YOUR CONCERNS

If you have any concerns about any Content that appears on the Active Places Power Website, please contact app.enquiries@sportengland.com.

12. DEFINITIONS

In these Website Terms, the following terms have the following meaning.

"Active Places Data" means the database of information and related data on sports facilities and clubs throughout England (including athletics tracks, golf courses, driving ranges, grass pitches, health and fitness suites, ice rinks, indoor bowls, indoor tennis, ski slopes, sports halls, swimming pools, artificial grass pitches, tennis courts, studios, squash courts and other facilities and clubs as may be added by Sport England from time to time).

"Active Places API" means the application program interface which enables you to access via a portal or connector the Active Places Data and other databases of information which Sport England may make available to you from time to time.

Thank you for visiting the Active Places Power Website.