

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ATHLETICS HUB**

### **What's in these terms?**

These terms tell you the rules for using our website [www.athleticshub.co.uk](http://www.athleticshub.co.uk) (**Athletics Hub**).

### **Who we are and how to contact us**

[www.athleticshub.co.uk](http://www.athleticshub.co.uk) is a site operated by **England Athletics Limited** ("We"). We are registered in England and Wales under company number 05583713 and have our registered office at Athletics House, Alexander Stadium, Walsall Road Perry Barr, Birmingham B42 2BE.

To contact us, please email [enquiries@englandathletics.org](mailto:enquiries@englandathletics.org) or telephone our customer service line on 0121 347 6543.

### **By using Athletics Hub you accept these terms**

By using Athletics Hub, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use Athletics Hub.

We recommend that you print a copy of these terms for future reference.

### **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of Athletics Hub:

- Our [Privacy Policy](#).
- Our [Cookie Policy](#), which sets out information about the cookies on Athletics Hub.

If you are based in England, to pay any applicable registration fees and/or if you book any courses / workshops through Athletics Hub, our registration and [booking terms and conditions](#) will apply to the sales.

If you are based in Scotland, Wales or Northern Ireland and you have a question regarding a booking you have made, or to pay any applicable registration fees and/or if you book any courses / workshops through Athletics Hub, each have separate terms and conditions and they can be contacted as follows:

- [Scotland](#)
- [Wales](#)

- [Northern Ireland](#)

### **We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use Athletics Hub, please check these terms to ensure you understand the terms that apply at that time.

### **What is Athletics Hub?**

Athletics Hub is a platform for our coaches, officials and volunteers to allow them to:

- book courses / workshops (subject to the relevant Booking terms and conditions see [‘there are other terms that may apply to you’](#) for more information).
- locate and download information that may be useful to their development;
- (where a coach, official or volunteer would find this useful or helpful) personalise the course information and other resources available on Athletics Hub to their own stage in development.

### **We may make changes to Athletics Hub**

We may update and change Athletics Hub from time to time to reflect changes to our services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

### **We may suspend or withdraw Athletics Hub**

We do not guarantee that Athletics Hub, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Athletics Hub for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

### **You must keep your account details safe**

When registering for Athletics Hub, you will choose a password and any other piece of information as part of our security procedures. You must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user password, you must promptly notify us at [athleticshub@englandathletics.org](mailto:athleticshub@englandathletics.org).

### **How you may use material on Athletics Hub**

We are the owner or the licensee of all intellectual property rights in Athletics Hub, and in the material published on it. Those works 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, of any page(s) from Athletics Hub for your personal use and you may draw the attention of others within your organisation to content posted on Athletics Hub.

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.

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

You must not use any part of the content on Athletics Hub for commercial purposes without obtaining a licence to do so from us or our licensors.

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

### **Do not rely on information on this site**

The content on Athletics Hub 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 Athletics Hub.

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

**Video disclaimer**

From time to time we will post videos on Athletics Hub. The information provided in any video presentation is provided strictly for information and educational purposes only and should be used solely at your own risk. We, together with the individuals represented in any video presentation, have taken reasonable care to ensure that the information contained on it is accurate at the date of filming. Any views or opinions of speakers are those of the individuals and do not necessarily represent our views and opinions. No warranty or representation is given that the information and materials contained in any video presentation are complete, applicable, fit for your purpose, or free from errors or inaccuracies. To the extent permitted by applicable law, we accept no liability for any loss or damages or expenses of any kind including without limitation compensatory, direct, indirect or consequential damages, income or profit, loss of or damage to property, or claims by third parties how so ever arising in connection with your use of any video presentation or the material contained within it. This exclusion of liability shall not apply to damages arising from death or personal injury caused by our negligence or that of any of its employees or agents. The video presentation(s) are not intended to be a replacement for medical or professional advice. You should seek appropriate advice by a suitably qualified professional, prior to attempting any physical exercise, and obtain advice if you have any pre-existing injuries or medical conditions. All activity is done at your own risk and we will not be liable for your reliance on any information in any video presentation.

**We are not responsible for websites we link to**

Where Athletics Hub contains links to other sites 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 websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

**User-generated content is not approved by us**

This website may include information and materials uploaded by other users of the site, 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 on Athletics Hub do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on <https://www.englandathletics.org/about-us/about-us/contact-us/>

### **Our responsibility for loss or damage suffered by you**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the delivery of any courses / workshops to you, which will be set out in either our Booking terms and conditions (for those based in England) or the booking terms and conditions for either Scotland, Wales or Northern Ireland (please see [“there are other terms that may apply to you”](#)).
- Please note that we only provide Athletics Hub for domestic and private use. You agree not to use Athletics Hub 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. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

### **How we may use your personal information**

We will only use your personal information as set out in our [privacy policy](#).

### **Uploading content to Athletics Hub**

Whenever you make use of a feature that allows you to upload content to Athletics Hub, or to make contact with other users of Athletics Hub, you must comply with our [acceptable use and content standards](#).

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to Athletics Hub will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of Athletics Hub a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to Athletics Hub constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on Athletics Hub if, in our opinion, your post does not comply with the content standards set out in our [acceptable use and content standards](#).

You are solely responsible for securing and backing up your content.

### **We are not responsible for viruses and you must not introduce them**

We do not guarantee that Athletics Hub will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access Athletics Hub. You should use your own virus protection software.

You must not misuse Athletics Hub by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Athletics Hub, the server on which Athletics Hub is stored or any server, computer or database connected to Athletics Hub. You must not attack Athletics Hub 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 Athletics Hub will cease immediately.

### **Rules about linking to Athletics Hub**

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 Athletics Hub in any website that is not owned by you.

Athletics Hub must not be framed on any other site, nor may you create a link to any part of Athletics Hub other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the [content standards](#).

If you wish to link to or make any use of content on Athletics Hub other than that set out above, please contact [athleticshub@englandathletics.co.uk](mailto:athleticshub@englandathletics.co.uk)

### **Acceptable use of Athletics Hub**

You may use Athletics Hub only for lawful purposes. You may not use Athletics Hub:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our [content standards](#);
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of Athletics Hub in contravention of the provisions of these terms of use;
- not to access without authority, interfere with, damage or disrupt:
  - any part of Athletics Hub;
  - any equipment or network on which Athletics Hub is stored;
  - any software used in the provision of Athletics Hub; or
  - any equipment or network or software owned or used by any third party.

## **Content standards**

These content standards apply to any and all material which you contribute to Athletics Hub (**Contribution**), and to any interactive services associated with it.

The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in its discretion, whether a Contribution breaches the content standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions);
- comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from us, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;



- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
- contain any advertising or promote any services or web links to other sites.

### **Breach of acceptable use and content standards**

When we consider that a breach of our acceptable use and / or content standards terms has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of these terms of use upon which you are permitted to use Athletics Hub, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use Athletics Hub;
- immediate, temporary or permanent removal of any Contribution uploaded by you to Athletics Hub;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law;

We exclude our liability for all action we may take in response to breaches of our acceptable use and content standard terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

### **Which country's laws apply to any disputes?**

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

