

SPORT ENGLAND “JOIN THE MOVEMENT” TERMS OF GRANT & USE OF BRAND TOOL-KIT

This Agreement sets out the basis on which we have procured the Brand Tool-Kit for the Campaign as a non-cash grant awarded to you and the terms on which the Brand Tool-Kit is supplied to you.

If you are an organisation, club or other sporting body in United Kingdom that wishes to use the Sport England Brand Tool-Kit (defined below) relating to the “Join the Movement” campaign to encourage people to work out and stay healthy in and around the home during the Covid-19 pandemic, you can visit our website at https://www.sportengland.org/jointhemovement#join_the_movement

Please note that if you are a commercial organisation then you are only permitted to download the image and video assets in the Brand Tool-Kit Materials that are specified for commercial organisations. You are not permitted to use or download the image and video materials that are specified for non-commercial organisations.

Please read the terms and conditions of this Agreement carefully before downloading the Brand Tool-Kit and before using the Logo(s). This offer is conditional on your agreement to all the terms and conditions contained in this Agreement. By downloading the Brand Tool-Kit Physical Materials and/or using the Logo(s), you accept and agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement you should not download the Brand Tool-Kit Physical Materials or use the Logo(s). Any use of the Brand Tool-Kit other than as authorised under this Agreement or permitted by copyright and trade mark law is prohibited.

Please complete the request form on the Website providing all of the requested contact and identity details and tick the tick box confirming that you have read and accepted the terms and conditions of this Agreement. If you do not provide these contact and identity details or you refuse to accept the terms and conditions of this Agreement, you will not be authorised to download and use the Brand Tool- Kit.

We reserve the right to amend this Agreement (including introducing new terms in the future and removing and/or replacing the Brand Tool-Kit or any part of it) from time to time without notice to you. The amended Agreement will be effective from the date it is posted on the Website. **Your continued use of the Brand Tool-Kit (or any part of it) will constitute your acceptance of the amended Agreement.** Therefore, please review the Website (and this Agreement in particular) on a regular basis.

You shall not have the right to rely on this Agreement for use of the Brand Tool-Kit (or any part of it) if you or the organisation that you are employed by or providing services to, is party to a separate agreement, Agreement and/or written permission from us to use the Brand Tool-Kit (or any part of it).

1. Definitions and Interpretation

1.1 Unless the context otherwise requires capitalised terms shall have the meaning as set out below:

“**Agreement**” this Agreement, as amended, supplemented or otherwise modified by us from time to time;

“**Brand Guidelines**“ our brand guidelines as amended, supplemented or otherwise modified by us from time to time, which are available for download on our Website;

“**Brand Tool-Kit**” the Brand Tool-Kit Physical Materials and the Logo(s);

“Brand Tool-Kit Physical Materials” such physical materials relating to the Campaign, that are made available by us for download on the Website, which may include but is not limited to artwork, mantras, hashtags and photos which you download from the Website for your use;

“Campaign” the “Join the Movement” campaign to promote healthy living and physical activity to people in their households during the Covid-19 pandemic;

“Intellectual Property Rights” all copyright, database rights, design rights, registered designs, trade marks, service marks, trade secrets and rights in confidential information and all rights and forms of protection of a similar nature or having an equivalent effect to any of them which may subsist anywhere in the world together with all goodwill attaching or relating thereto, whether or not any of them are registered and including application for registration of any of them relating to the Brand Tool-Kit (including any translations thereof);

“Lock-Up” is the combination of Sport England and National Lottery trade marks, an example of which is identified in Appendix 2;

“Logo(s)” means any and all Join the Movement logos identified in Appendix 1;

“Permitted Purpose” to promote and raise awareness of the Campaign by:

- (i) using, exhibiting and distributing the Brand Tool-Kit; and
- (ii) using the Logo(s) on promotional materials prepared by you including the right to add your organisation's name, contact details and details of your organisation's sports facilities and services (but not any merchandise, products or other goods);

“Term” the term of the Campaign which will run from 25 March 2020 for a period of one (1) year to 24 March 2021;

“we”, “us”, “our” The English Sports Council, a company incorporated by Royal Charter in the United Kingdom under Company No. RC000766, with its registered office at First Floor, 21 Bloomsbury Street, London WC1B 3HF, United Kingdom;

“Website” https://www.sportengland.org/jointhemovement#join_the_movement

“Works” means as defined in Clause 5.3; and

“you”, “your(s)” an organisation, club or other sporting body in England that wishes to use the Brand Tool-Kit for the Permitted Purpose.

1.2 [REDACTED] The headings in this Agreement are for convenience only and do not affect its interpretation.

1.3 [REDACTED] In this Agreement, the words “include”, “includes”, “including” and “such as” are to be construed as if they were immediately followed by the words “without limitation”.

1.4 In this Agreement, unless the context clearly indicates another intention, a reference to:

- (a) any gender includes other genders and the singular includes the plural and vice versa;
- (b) a clause or party is a reference to a clause of or party to this Agreement;
- (c) obligations undertaken by more than a single person or company are joint and several obligations; and

- (d) any reference to a person shall include natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.

2. Your Organisation

- 2.1 You warrant that all of the information that you have provided to us in connection with the Grant and this Agreement is complete and accurate.

3. Your Grant Obligations

- 3.1 We have procured the Brand Tool-Kit as a non-cash grant awarded to you (the “Grant”), the cost of which is met from money available to us through the National Lottery.

- 3.2 You will be available for meetings with us and allow full and free access to your records concerning the Grant and your use of the Brand Tool-Kit, however and wherever held and to any of your offices or buildings to us, or those acting for us or to the National Audit Office.

- 3.3 Where reasonably required by us you will acknowledge the Grant publicly as appropriate and as practical. You will acknowledge our support in any published documents that refer to the Grant or in written or spoken public presentations about the Grant.

- 3.4 You hereby consent to any publicity about the Grant as we may from time to time require.

- 3.5 You will tell us about any changes to information you have previously provided in connection with the Grant and will make sure that the information we hold in connection with the Grant is true and up to date.

- 3.6 You agree to participate from time to time in such activities (such as completing questionnaires or responding to queries from us) as we may reasonably require in order to evaluate the effectiveness of the Grant.

- 3.7 You agree to comply with all applicable laws in all matters connected to the Grant.

- 3.8 You accept that we may share information about the Grant with any parties of our choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000.

- 3.9 You will pay such amount as we may reasonably determine, up to a maximum of £2,000, if:

- (a) you are in breach of any terms and conditions of this Agreement; or
- (b) you (whether deliberately, recklessly or accidentally) provided any information to us, dishonestly or significantly incorrectly or misleadingly; or
- (c) in connection with the Grant members of your governing body, volunteers or staff act dishonestly or negligently or in any way, directly or indirectly, to your detriment or to the detriment of your organisation or to the detriment of our reputation; or
- (d) the primary purpose of your application and your receipt of the Brand Tool-Kit was not or is not in line with the objectives of the Campaign.

4. Licence to use the Brand Tool-Kit

- 4.1 Subject to Clause 5.1, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Brand Tool-Kit for the Permitted Purpose in

accordance with the terms and conditions of this Agreement for a period commencing on the date on which you download the relevant Brand Tool- Kit from the Website until the end of the Term.

5. Use of the Brand Tool-Kit

5.1 You hereby warrant and represent that if you are a commercial organisation then you shall not download or use any of the image or video assets in the Brand Toolkit Physical Materials which are specified only for non-commercial organisations.

5.2 You agree that you shall not use the Brand Tool-Kit (or any part of it) for any use (whether directly or indirectly) which:

- (i) violates or infringes in any way upon the rights of others, which is unlawful, offensive, obscene, discriminatory, defamatory, profane or otherwise objectionable which encourages conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any law or is in breach of the privacy or any other rights of a third party or of any law;
 - (ii) would tend to allow it to become liable to mislead the public, or be materially detrimental to or inconsistent with our good name, goodwill, reputation and image;
 - (iii) would impair our rights in the Brand Tool-Kit (or any part of it);
 - (iv) is commercial (i.e. promoting any merchandise, equipment, products or other goods) and/or falsely suggests a client (or other business) affiliation/relationship with us; or
 - (v) is in any way affiliated to or sponsored by any company, organisations, persons, sponsors and/or media partners that contravene the objective of the Campaign, including without limitation manufacturers, suppliers and retailers of alcohol, cigarette and other tobacco products, carbonated soft drinks, fast food and drugs.
- (b) you shall not amend, adapt, use or position the Brand Tool-Kit (or any part of it) so as to suggest that we, you or any of the persons appearing in the Brand Tool-Kit Physical Materials endorse any commercial product or service or any political party or belief without our prior approval in writing;
- (c) you shall discharge your obligations in connection with the use of the Brand Tool-Kit with all due skill, care and diligence and comply with any applicable laws, regulations and/or industry codes;
- (d) you shall at all times (notwithstanding the termination of this Agreement) be liable for, indemnify and hold us harmless (together with our officers, employees and agents) against all liabilities, actions, proceeds, costs, claims, damages and other expenses of any nature whatsoever incurred by, suffered by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of your obligations under this Agreement; and
- (e) you shall immediately remove and discontinue the use of and remove all or any Brand Tool-Kit Physical Materials (whether you have adapted them or not) on our reasonable request for any reason.

5.3 You warrant and represent that:

- (a) if you amend or adapt the Brand Tool-Kit Physical Materials, you will not amend or adapt the Lock-Up in any way; and
 - (b) you will not add the Lock-Up or any individual component of it to any of your own materials.
- 5.4 In the event that you amend or adapt the Brand Tool-Kit Physical Materials by incorporating your own text, video or images into them (together the "**Works**") you hereby agree that:
- (a) you are the sole creator, author and owner of the Works;
 - (b) you have the right to use the Works solely in accordance with the Permitted Purpose;
 - (c) you have obtained all necessary consents from any persons that appear in your Works to use them in accordance with the Permitted Purpose and you shall hold and on our request supply copies of all such consents, permissions, confirmations and releases;
 - (d) the Works do not contain any content which violates or infringes upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct or is conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any applicable law; and
 - (e) the Works do not infringe any law or any third party rights, for example any trade mark or copyright or otherwise violates anyone's right of privacy or publicity.
- 5.5 For the avoidance of doubt we shall have the right to audit your usage and adaptation of the Brand Tool-Kit Physical Materials and we shall have the right to request copies of such amendments and adaptations. You agree to promptly provide such copies to us upon our reasonable request.
- 5.6 You agree that you shall at all times during the Campaign include an appropriate and prominent health and safety warning on your own website and social media channels in accordance with the UK Chief Medical Officer's Physical Activity Guidelines (a copy of which can be found [Here](#)).

6. Intellectual Property Rights

- 6.1 The legal and beneficial ownership of the physical Brand Tool-Kit and the Intellectual Property Rights belongs to us or our affiliates.
- 6.2 You agree that this Agreement does not give you any ownership, any claim, any right, title or interest in or to the Brand Tool-Kit (or any part of it) except the rights of use as are specifically set out in this Agreement and you hereby acknowledge and agree that the benefit of all such use by you shall at all times enure to us. You shall hold all goodwill accruing to the Brand Tool-Kit as a result of your use of the Brand Tool-Kit as bare trustee for our benefit.
- 6.3 You are not in any circumstances whatsoever permitted to amend or adapt the Logo(s) in any form whatsoever, including that you do not have the right to change the size, font or colour of the Logo(s), unless expressly agreed with us in advance. For the avoidance of doubt, such approvals are given at our sole discretion and we can withhold our consents and approvals for any reason.
- 6.4 Your use of the Logo(s) must be used in accordance with our Brand Guidelines accompanied by clear marking to show that the Intellectual Property Rights in the Logo(s) are owned by us or our affiliates and are being used with our permission.

7. Protection of the Brand Tool-Kit and the Intellectual Property Rights

- 7.1 You shall not apply to register or pursue registrations of the Brand Tool-Kit (or any part of it) or any Intellectual Property Rights in your own name.
- 7.2 You shall notify us in writing of any infringements or misuses of the Brand Tool-Kit (or any part of it) and/or the Intellectual Property Rights by third parties of which you become aware.
- 7.3 We have the sole right to determine whether any action shall be taken on account of all proceedings relating to the Brand Tool-Kit (or any part of it) and/or the Intellectual Property Rights and will in our sole discretion decide what action (including litigation, arbitration or compromise) if any to take in respect of any infringement or alleged infringement of the Brand Tool-Kit (or any part of it) and/or the Intellectual Property Right or any other claim or counterclaim brought or threatened in respect of the use of the Brand Tool-Kit (or any part of it) and/or the Intellectual Property Right. We shall not be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to the Brand Tool-Kit (or any part of it) and/or the Intellectual Property Right if we in our sole discretion decide not to do so.
- 7.4 In any infringement proceedings which are brought by us, we shall be entitled to claim in respect of any loss suffered or likely to be suffered by you and shall be entitled to retain any damages awarded in respect of such claim.
- 7.5 For the avoidance of doubt, nothing herein comprises a licence to use any other trade mark in connection with or in relation to any goods or services.

8. Limitation Of Liability

- 8.1 We do not warrant that the use of the Brand Tool-Kit by you will not infringe the rights of any third party and exclude all implied warranties or representations to the fullest extent permitted by law.
- 8.2 Our only responsibilities with respect to the Brand Tool-Kit are set out in this Agreement. To the fullest extent permitted by law, we exclude all liability for loss or damage arising out of or in connection with your use of the Brand Tool-Kit (or any part of it) for any reason except where caused by our negligence, fraud, misrepresentation or fraudulent misrepresentation. Nothing in this Agreement will exclude or limit our liability for death or personal injury caused by our negligence.
- 8.3 You acknowledge that we will have no liability for any indirect or consequential losses or damage you may suffer or incur (including any loss of savings you expect to make, loss of business or business opportunity, or loss of profit or revenue) arising from your use of the Brand Tool-Kit. You hereby waive any claim or cause of action arising out of any termination of this Agreement and you release us, and our affiliates and our respective officers, employees and agents from any and all such claims and causes of action.

9. Insurance

- 9.1 You shall at your expense, carry product liability and comprehensive general liability insurance coverage of two million pounds sterling (£2,000,000). You shall ensure that such insurance policy and remains in effect throughout the Term and for a period of two (2) years after termination or expiry of the Agreement, and shall supply us with a copy of such policy on request.

10. Termination

- 10.1 The rights granted to you under this Agreement will terminate automatically upon a breach by you of the terms of this Agreement.

- 10.2 We may, in our absolute and sole discretion, at any time terminate the Grant and/or terminate your rights under this Agreement and/or cease to make available the Brand Tool-Kit for you, including without limitation where:
- (a) you are in breach of the terms of this Agreement;
 - (b) we decide to discontinue the Campaign;
 - (c) we do not have available adequate money from the National Lottery to enable us to fund the continued provision of the Brand Tool-Kit;
 - (d) you undergo, or we reasonably believe that you have undergone or may undergo, any form of insolvency or event connected to an insolvency; or
 - (e) we determine (including without limitation on the basis of any information or notification that you provide or fail to provide pursuant to this Agreement) that you are not suitable for the receipt of the Brand Tool-Kit in accordance with the eligibility criteria for the Campaign, or for Grant recipients generally, from time to time; or
 - (f) we suspect that your primary purpose of receiving the Brand Tool-Kit is not in line with the objectives of the Campaign.
- 10.3 We will be entitled to terminate this Agreement for any reason on notice set out on the Website.
- 10.4 Termination of this Agreement will be without prejudice to any existing rights and/or claims that we may have against you, and will not relieve you from fulfilling the obligations accrued prior to such termination.
- 10.5 On termination of this Agreement:
- (a) you will immediately cease all use of the Brand Tool-Kit, including all copies of the Brand Tool-Kit Physical Materials, whether or not you have incorporated your own text and/or images and destroy or upon our request return to us all materials containing the Brand Tool-Kit in your possession or control; and
 - (b) all rights granted to you under this Agreement or however acquired and any goodwill associated therewith shall revert and inure to us.

11. General

- 11.1 If any provision of these terms and conditions is held to be illegal, invalid or unenforceable in whole or in part the remainder of this Agreement will continue to be valid and enforceable.
- 11.2 No failure or delay in exercising rights under this Agreement shall operate as a waiver of such rights.
- 11.3 This Agreement does not make either party the agent of the other nor does it create a partnership or joint venture between the parties.
- 11.4 This Agreement expresses the entire agreement between us and you.
- 11.5 This Agreement is personal to you and you will have no right to assign, novate or otherwise transfer any of your rights, obligations and liabilities under this Agreement.
- 11.6 We may assign, novate or otherwise transfer all of its rights, obligations and liabilities under this Agreement to a successor body to us or to any successor distributor of Lottery funding, and you

will consent to any such assignment, novation or other transfer with delay. The award of the Grant, this Agreement and all non-contractual disputes arising in connection with the Grant shall be governed by and construed according to English law and be subject to the exclusive jurisdiction of the English Courts.

Appendix 1

Logo(s)



Appendix 2

Lock-Up

