

Date updated: [13 January] 2021

## Strategy Launch Tool-Kit Terms of Use - Sport England

### SPORT ENGLAND “STRATEGY LAUNCH” TERMS & USE OF TOOL-KIT

**This Agreement sets out the basis on which the Strategy Launch Tool-Kit is supplied to you.**

If you are an organisation, club or other sporting body in England that wishes to use the Sport England Strategy Launch Tool-Kit (defined below) relating to Sport England’s “Uniting The Movement” strategy launch, which is a 10-year vision to transform lives and communities through sport and physical activity, then you are eligible to sign this Agreement. Once you have registered on our website, you will be able to download the Strategy Launch Tool-Kit Online Materials (defined below) to use in accordance with the terms and conditions of this Agreement (defined below) are set out below. Anyone else is prohibited from downloading and using the Strategy Launch Tool-Kit.

**Please read the terms and conditions of this Agreement carefully before downloading Strategy Launch Tool-Kit Online Materials.** This offer is conditional on your agreement to all the terms and conditions contained in this Agreement. By downloading the Strategy Launch Tool-Kit 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 Strategy Launch Tool-Kit. Any use of the Strategy Launch 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 complete the form or you refuse to accept the terms and conditions of this Agreement, you will not be authorised to download and use the Strategy Launch Tool- Kit.**

We reserve the right to amend this Agreement (including introducing new terms in the future and removing and/or replacing the Strategy Launch 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 Strategy Launch 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 Strategy Launch 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 and/or a separate written permission (outside the scope of this Agreement) from us to use Strategy Launch 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**” brand guidelines as amended, supplemented or otherwise modified by us from time to time, which are available for download on our Website;

“**Strategy Launch Tool-Kit**” the Strategy Launch Online Materials, and any other materials that may be made available to you from time to time;

“**Strategy Launch Online Materials**” such online materials relating to the Campaign, that are made available by us for download on the Website, which may include but is not limited to images, video clips and gifs and which you download from the Website for your use;

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**“Campaign”** Sport England’s “Uniting The Movement” strategy to transform lives and communities through sport and physical activity.

**“Intellectual Property Rights”** all copyright, database rights, design rights, registered designs, trademarks, 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 unregistered or registered and including application for registration of any of them relating to the Strategy Launch Tool-Kit (including any translations thereof);

**“Permitted Purpose”** to promote and raise awareness of the Campaign by using, exhibiting and distributing the Strategy Launch Tool-Kit on your official website and on your official social media pages.

1.2 **“Term”** the term of the Campaign, which will run from 21 January 2021 until 21 January 2023 and which will renew automatically for successive two (2) year periods for a maximum of ten (10) years, unless terminated earlier by us.

**“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/why-were-here/our-next-strategy>; and

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

1.3 The headings in this Agreement are for convenience only and do not affect its interpretation.

1.4 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”.

1.5 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 you are an organisation established in England.

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

## **3. Licence to use the Strategy Launch Tool-Kit**

3.1 In consideration of your warranties under clause 2, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Strategy Launch Tool-Kit for the

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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 Strategy Launch Tool-Kit from the Website until the end of the Term.

3.2 For the avoidance of doubt we do not grant you any rights whatsoever:

- (a) to use extracts from the Strategy Launch Tool-Kit for any purpose; and/or
- (b) to edit, adapt, modify and/or amend the Strategy Launch Online Materials for any purpose,

except for the specific rights detailed in the Permitted Purpose.

**4. Use of the Strategy Launch Tool-Kit**

4.1 Once you have registered, the Strategy Launch Tool-Kit Online Materials can be downloaded by you from the Website.

4.2 You hereby agree that:

- (a) you shall not use the Strategy Launch Tool-Kit (or any part of it) for any use, event or purpose (whether directly or indirectly) which:
  - (i) violates or infringes in any way upon the rights of others, which is unlawful, offensive, obscene, 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 them 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 Strategy Launch Tool-Kit (or any part of it);
  - (iv) is commercial (i.e. promoting any merchandise, products or other goods and/or services);
  - (v) is promotional, except for the specific rights detailed in the Permitted Purpose;
  - (vi) falsely suggests a client (or other business) affiliation/relationship with us; and/or
  - (vii) 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, food or drink supplements and drugs.
- (b) you shall not amend, adapt, use or position the Strategy Launch Tool-Kit (or any part of it) so as to suggest that we, you or any of the persons appearing in the Strategy Launch Tool-Kit Online 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 Strategy Launch Tool-Kit with all due skill, care and diligence and comply with any applicable laws, regulations and/or industry codes;

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- (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.

**5. Intellectual Property Rights**

- 5.1 The legal and beneficial ownership of the Strategy Launch Tool-Kit and the Intellectual Property Rights belongs to us or our affiliates.
- 5.2 You agree that this Agreement does not give you any ownership, any claim, any right, title or interest in or to the Strategy Launch 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 inure to us. You shall hold all goodwill accruing to the Strategy Launch Tool-Kit as a result of your use of the Strategy Launch Tool-Kit as bare trustee for our benefit.
- 5.3 All uses of the Strategy Launch Tool-Kit Online Materials must be displayed by you in the manner that has been presented for download on the Website, without amendment, except for the specific rights detailed in the Permitted Purpose.
- 5.4 You are not in any circumstances whatsoever permitted to include any third party (whether commercial or non-commercial) brands or logos in any materials and/or content and/or at any events and activities in connection with the Campaign.

**6. Protection of the Strategy Launch Tool-Kit and the Intellectual Property Rights**

- 6.1 You shall not apply to register or pursue registrations of the Strategy Launch Tool-Kit (or any part of it) or any Intellectual Property Rights in your own name.
- 6.2 You shall notify us in writing of any infringements or misuses of the Strategy Launch Tool-Kit (or any part of it) and/or the Intellectual Property Rights by third parties of which you become aware.
- 6.3 We have the sole right to determine whether any action shall be taken on account of all proceedings relating to the Strategy Launch 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 Strategy Launch 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 Strategy Launch 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 Strategy Launch Tool-Kit (or any part of it) and/or the Intellectual Property Right if we in our sole discretion decide not to do so.
- 6.4 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. Limitation Of Liability**

- 7.1 We do not warrant that the use of the Strategy Launch 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.

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7.2 Our only responsibilities with respect to the Strategy Launch 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 Strategy Launch 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.

7.3 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 Strategy Launch 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.

**8. Termination**

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

8.2 We may, in our absolute and sole discretion, at any time terminate the terminate your rights under this Agreement and/or cease to make available the Strategy Launch 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) you undergo, or we reasonably believe that you have undergone or may undergo, any form of insolvency or event connected to an insolvency; or
- (d) 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 Strategy Launch Tool-Kit in accordance with the eligibility criteria for the Campaign, from time to time; or
- (e) we suspect that your primary purpose of receiving the Strategy Launch Tool-Kit is not in line with the objectives of the Campaign.

8.3 We will be entitled to terminate this Agreement for any reason on notice set out on the Website.

8.4 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.

8.5 You acknowledge that we will have no liability arising out of any alleged wrongful termination of this Agreement. You hereby waive any claim or cause of action arising out of any termination of this Agreement and you release us, our affiliates and our respective officers, employees and agents from any and all such claims and causes of action.

8.6 On termination of this Agreement:

- (a) you will immediately cease all use of the Strategy Launch Tool-Kit, including all copies of the Strategy Launch Tool-Kit Online Materials, and destroy or upon our request return to us all such materials containing the Strategy Launch Tool-Kit in your possession or control; and

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- (b) all rights granted to you under this Agreement or however acquired and any goodwill associated therewith shall revert and inure to us.

**9. Data Privacy Notice**

9.1 Sport England has obligations imposed by the Data Protection Act 2018 and United Kingdom General Data Protection Regulations (UK GDPR) with respect to the personal data that is processed when you download the Strategy Tool-Kit. Those obligations and notice of your rights are included in this privacy policy. In order to provide you with a download Sport England will collect the following:

- (a) Your personal data including, but not limited to;
  - (i) First and last name;
  - (ii) Work email address; and
  - (iii) Organisation/ Employer.

9.2 Sport England will use your personal data in the following ways:

- (a) store your personal data as a record of your agreement to this Agreement; and
- (b) communicate with you in relation to this Agreement from time to time or as required.

9.3 Sport England will:

- (a) store copies of your personal data as long as necessary to fulfil the purposes specified in 9.2 and in accordance with Sport England's data retention policies; and
- (b) ensure that it complies with the requirements of all data protection legislation, including the Data Protection Act 2018 and UK GDPR, and regulatory requirements in force from time to time relating to the use of your personal data.

9.4 Sport England will be a data controller and responsible for your personal data.

9.5 The lawful basis for Sport England's processing of your personal data is Sport England's public task function.

9.6 Your rights with respect to the personal data held by Sport England include the following:

- (a) access any personal data held by Sport England, at any time when the data is held in a way which could identify you. You will not be able to access your personal data once Sport England has removed it.
- (b) ask Sport England to stop processing your data and can ask Sport England to correct the information held about you. If, at any stage, you wish to withdraw your consent for any collection or any use of your personal data, you can do so by email to Sport England (DPO@sportengland.org).
- (c) (make a complaint to the Information Commissioner's Office (the 'ICO') if you have concerns about how Sport England have processed your personal data. You can find details about how to contact the ICO at <https://ico.org.uk/global/contact-us/> or by sending an email to: [casework@ico.org.uk](mailto:casework@ico.org.uk).

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- (d) For further information on how Sport England manages personal data please see its general privacy statement published [here](#).

**10. General**

- 10.1 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.
- 10.2 No failure or delay in exercising rights under this Agreement shall operate as a waiver of such rights.
- 10.3 This Agreement does not make either party the agent of the other nor does it create a partnership or joint venture between the parties.
- 10.4 This Agreement expresses the entire agreement between us and you.
- 10.5 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.
- 10.6 We may assign, novate or otherwise transfer all of its rights, obligations and liabilities under this Agreement to a successor body to us, and you will consent to any such assignment, novation or other transfer without delay. This Agreement and all non-contractual disputes arising in connection with the Agreement shall be governed by and construed according to English law and be subject to the exclusive jurisdiction of the English Courts.