

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

These terms tell you the rules for using our School Sport Providers platform <https://schoolsportsupplier.co.uk> (**our platform**).

Our platform is an online portal, which brings school sport providers together into one central database. The aim of our platform is to make it easier for teachers (acting on behalf of schools) to find the best way to spend their Primary PE and Sport Premium to meet the needs of their pupils. Our platform enables sport services providers ("**Suppliers**") to showcase their products and services, while schools ("**Schools**") can easily search through the registered Supplier and contact them regarding a potential engagement ("**engagement**").

Our platform is free to join for both Suppliers and Schools.

Some of the pages on our platform are available to the general public, but most of the content and features are only available to registered Suppliers and Schools ("**Registered Users**"). As a result, Part 1 of these terms applies to all visitors to our platform, whether registered or unregistered. Part 2 applies to Registered Users only (in addition to Part 1).

**Part 1 RULES THAT APPLY TO ALL VISITORS**

**1. Who we are and how to contact us**

1.1 Our platform is operated by London Sport ("**we**", "**us**", "**ours**"). We are a registered charity (charity number 1165100) and a company limited by guarantee registered in England and Wales under company number 08355406. Our registered office address is House of Sport, 190 Great Dover Street, London, SE1 4YB.

1.2 To contact us, please email [admin@schoolsportsupplier.co.uk](mailto:admin@schoolsportsupplier.co.uk) or 0203 848 4630.

**2. By using our platform you accept these terms**

2.1 By using our platform, you confirm that you accept these terms of use and that you agree to comply with them and with our [Privacy and Cookies Policy](#) and our Content Standards Policy.

2.2 Please read these terms of use carefully before using our platform. They tell you who we are, how we will provide our platform to you, our liability to you (see clause 11) and other important information. If you do not agree to these terms, you must not use our platform.

2.3 You are responsible for ensuring that all persons who access our platform through your internet connection are aware of these terms and that they comply with them.

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

We amend these terms from time to time. Every time you wish to use our platform, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on the date stated at the top of these terms.

### **4. We may make changes to our platform**

We may update and change our platform from time to time to reflect changes to our platform's functionality, and changes to our users' needs.

### **5. We may suspend or withdraw our platform**

We do not guarantee that our platform, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our platform, for example for security, maintenance or operational reasons, or reasons related to our status as a charitable organisation. We will try to give our Registered Users reasonable notice of any suspension or withdrawal.

### **6. How you may use material on our platform**

6.1 We are the owner (or the licensee) of all intellectual property rights in our platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

6.2 Any content available on our platform (other than content submitted by you) is subject to the following rules:

- (a) you may print off one copy, and may download extracts, of any page(s) from our platform for your personal use and you may draw the attention of others to content posted on our platform. If you are a Supplier or a School, you can use such copies or extracts for any purpose related to your registration with the platform or finding a suitable engagement, and you can draw the attention of others within your organisation to the content posted on our platform;
- (b) you must not modify any 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;
- (c) our status (and that of any identified contributors) as the authors of content on our platform must always be acknowledged; and
- (d) you must not use any part of the content on our platform for commercial purposes (other than as specified in paragraph (a) above) without obtaining a licence to do so from us or our licensors.

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

## **7. Rules about linking to our platform and framing**

- 7.1 All users may link to our home page, but only in a way that is fair and legal and does not damage our reputation or take advantage of it. Our platform must not be framed on any other site.
- 7.2 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.
- 7.3 You must not establish a link to our platform on any website that is not owned by you.
- 7.4 We reserve the right to withdraw linking permission without notice and to demand, as we in our discretion think fit, to direct you to remove any links to our platform, or to remove our name and/or logo, from your website.
- 7.5 You will comply with any such direction that we may give in relation to the placing of our name and links to our platform on your website.
- 7.6 The website in which you are linking must comply in all respects with the content standards set out in our Content Standards Policy. In particular, you will not link to our platform or refer to us or our logos from any website which is indecent or inappropriate or in any other way incompatible with our reputation.
- 7.7 If you wish to link to or make any use of content on our platform other than that set out above, please contact [admin@schoolsportssupplier.co.uk](mailto:admin@schoolsportssupplier.co.uk)

## **8. We are not responsible for websites we link to**

Where our platform contains links to other websites and resources provided by third parties (including by our Registered Users), 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 websites or resources.

## **9. Reliance on information on this site**

- 9.1 The content on our platform is provided for general information only. It is not intended to amount to advice on which you should rely and professional or specialist advice should be obtained before taking, or refraining from, any action on the basis of the content on our platform. The information and materials supplied by our Registered Users and published on our platform have not been verified or approved by us, and we cannot guarantee that any such information or materials are accurate, complete and/or up-to-date. In particular, we do not, and are not required to, carry out any verification or checks of the Suppliers registered on our platform. Schools are solely responsible for compliance with all relevant child

protection and safer recruitment laws, and should undertake all necessary checks (including DBS checks as appropriate) before allowing any individual to work with children.

- 9.2 Although we make reasonable efforts to update the information published on our platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our platform is accurate, complete or up to date.
- 9.3 The views expressed by the users of our platform do not represent our views or values.
- 9.4 If you wish to complain about information and materials uploaded by other users please contact us. Our contact details can be found in paragraph 1.2 above.
- 9.5 Additional rules apply to Registered Users uploading content to our platform. Please see Part 2 below.

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

- 10.1 We do not guarantee that our platform will be secure or free from bugs or viruses.
- 10.2 You are responsible for configuring your information technology, computer programmes and platform to access our platform. You should use your own virus protection software.
- 10.3 You must not misuse our platform 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 our platform, the server on which our platform is stored or any server, computer or database connected to our platform. You must not attack our platform 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 platform will cease immediately.

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

- 11.1 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.

#### **12. Our trade marks and trade names**

You are not permitted to use our trade marks and trade names without our approval, unless they are part of material you are using as permitted under paragraph 6 above.

### **Part 2 RULES THAT APPLY TO REGISTERED USERS**

### **13. Registration**

- 13.1 We offer a number of services available to Suppliers and Schools upon registration on our platform. By submitting your registration application you represent and warrant that the information submitted by you is true and accurate to the best of your knowledge and that you are authorised to represent and bind the organisation mentioned in your registration.
- 13.2 We reserve the right to refuse to register an individual or an organisation if we, in our sole discretion, are of the opinion that an application does not meet our registration criteria.

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

- 14.1 If you are provided with, or set up, a password or any other piece of information as part of our security procedures during your registration, you must treat such information as confidential, and you must procure that any of your personnel authorised to use our platform (“**authorised personnel**”) treat such information as confidential. You and/or your authorised personnel must not disclose such information to any third party.
- 14.2 We have the right to disable any user identification or password, whether chosen by you or allocated by us, at any time, if, in our reasonable opinion, you or your authorised personnel have failed to comply with any of the provisions of these terms.
- 14.3 If you know or suspect that anyone other than you and/or your authorised personnel know such confidential identification codes or passwords, you must promptly notify us at [admin@schoolsportsupplier.co.uk](mailto:admin@schoolsportsupplier.co.uk)

### **15. Content supplied by Registered Users**

- 15.1 Whenever you make use of a feature that allows you to upload content to our platform, you must comply with the content standards set out in our Content Standards Policy. You warrant that any such content does comply with those standards.
- 15.2 Any content you upload to our platform will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are hereby granting us a licence to use, store and copy that content and to distribute and make it available to third parties. You also grant to other Registered Users a licence to access and use such content for the purposes related to seeking and/or arranging an engagement with you.
- 15.3 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 our platform constitutes a violation of their intellectual property rights, or of their right to privacy.
- 15.4 We have the right to remove any posting you make on our platform if, in our opinion, your post does not comply with the content standards set out in our Content Standards Policy.
- 15.5 You are solely responsible for securing and backing up your content.

- 15.6 You agree and accept that other Registered Users may make submit ratings following an engagement with you, which may be published on our platform and may be made available to the general public. In the event you disagree with any ratings, the provisions of paragraph 20 will apply.
- 15.7 You may amend your content at any time. You acknowledge and agree that there may be a period of delay between your amendment of your content and the publication of the amendment on our platform.

## **16. Registered Users' representations and warranties**

- 16.1 You represent and warrant that:
- (a) You have obtained all necessary consents and permissions to register with our platform and to submit the content uploaded to our platform;
  - (b) Your content does not infringe the rights of any third party or our Content Standards Policy;
  - (c) You assume sole responsibility for checking the accuracy and completeness of any information and materials submitted via our platform;
  - (d) All information and documentation submitted to our platform is true and accurate to the best of your knowledge; and
  - (e) If you are representing a School, you will ensure that undertake all necessary checks (including DBS checks if appropriate) and comply with all applicable laws and regulations (including, but not limited to, in relation to child protection and safer recruitment) before allowing any individual to work with children,
- 16.2 We may, at our sole discretion, request to see supporting evidence of any information submitted by you, but we are under no obligation to verify the accuracy and completeness of your content and any data contained therein. If, in our reasonable opinion, we consider any content to be inaccurate and/or incomplete, or in breach of the warranty in paragraph 16.1 above, we reserve the right to reject such content and suspend or withdraw (as we may elect in our sole discretion) your registration with the platform.

## **17. Our status and our warranties**

- 17.1 Our platform is a mere conduit of information and a directory for our Registered Users, to facilitate contact between them. Other than under these terms and conditions, we do not have any legal relationships with any of our Registered Users and we do not make any representations as to the availability or suitability of any of our registered Suppliers for any particular engagement, including (but not limited to) in respect of their suitability under the safeguarding of children legislation or other applicable laws. We do not participate in any way in any subsequent engagement our Registered Users may arrange between themselves and we do not act as an employment agency or as an employment business in respect of any such engagements.

- 17.2 Any profiles of Registered Users that appear on our platform are generated solely based on the information provided by such Registered Users and do not amount to our recommendation, endorsement or confirmation of suitability of any of our Registered Users.
- 17.3 Registered Users are solely responsible for compliance with all applicable laws in respect of any engagements with other Registered Users (or their staff), including, but not limited to, compliance with all relevant child protection and safer recruitment laws. Schools should undertake all necessary checks (including DBS checks as appropriate) before allowing any individual to work with children.
- 17.4 Our platform is provided on “as is” basis and we do not make any representations it will meet your expectations or lead to an engagement with another Registered User. We hereby specifically disclaim all warranties in respect of our platform and its content, including without limitation and to the maximum extent permitted by applicable law: (i) all implied warranties, including any implied warranty of fitness for a particular purpose; (ii) any warranty regarding the functional characteristics or performance of the platform; (iii) any warranty regarding the profitability or other benefits to be obtained by using our platform and the information obtained therefrom; and (iv) any warranty that our platform will be free from errors, viruses, bugs, interruptions or other access limitations.

**18. Confidentiality and security**

- 18.1 You agree to not disclose outside your organisation data and information made available to you via our platform.
- 18.2 You assume sole responsibility for your use of our platform and you will use all reasonable security practices and systems to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, reproduction, display, or distribution of any content published on our platform.
- 18.3 You will ensure that any information or documentation obtained via our platform in respect of other Registered Users is kept confidential and secure, and is used solely in connection with an engagement (or a potential engagement).

**19. Our responsibility for loss or damage suffered by Registered Users**

- 19.1 You assume sole responsibility for checking the accuracy and completeness of any data submitted via our platform and for any results obtained from the use of our platform and/or for any conclusions drawn from such use.
- 19.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use, our platform; (ii) use of or reliance on any content displayed on our platform by you, your personnel and/or any third party; or (iii) any material or information submitted by you on our platform being made available to other Registered Users and/or the general public (as applicable).

- 19.3 In particular, we will not be liable for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; (v) any loss of, or corruption of data; (vi) any fines, expenses or other losses arising from a breach by a Registered User of any applicable laws; or (vii) any indirect or consequential loss or damage.
- 19.4 Any advice, reviews and/or suggestions published on our platform are expressions of opinions of their authors and you assume sole responsibility for your reliance on any such advice, reviews and/or suggestions.

## **20. Complaints against other Registered Users**

- 20.1 You will inform us promptly of any incidents or events that, in your reasonable opinion, render a Registered User unsuitable to use our platform and/or engage with other Registered Users. We may, in our sole discretion, contact such a Registered User to verify your information, but we are under no obligation to do so.
- 20.2 If you disagree with any ratings submitted by any other Registered User, you can contact us on [admin@schoolsportssupplier.co.uk](mailto:admin@schoolsportssupplier.co.uk) setting out the details of your complaint, and the reasons why you disagree with any such ratings. We may contact the Registered User who posted the rating to verify their reasons for doing so. However, we will not mediate or become otherwise involved in any other complaints or disputes between our Registered Users.
- 20.3 You may at any time request the removal of your content from our platform, including removal of your registration.

## **21. Breach of these terms**

- 21.1 When we consider that a breach of these terms or our Content Standards Policy has occurred, we may take such action as we deem appropriate, including:
- (a) immediate, temporary or permanent withdrawal of your right to use our platform;
  - (b) immediate, temporary or permanent removal of any content uploaded by you to our platform;
  - (c) issue of a warning to you;
  - (d) 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;
  - (e) further legal action against you; and/or
  - (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.



- 21.2 We may suspend or withdraw registration of a Registered User if, in our reasonable opinion, such a Registered User is unsuitable to engage with other Registered Users and/or to protect our and/or our platform's reputation.
- 21.3 You will indemnify us on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with:
- (a) any breach of these terms or our Content Standards Policy;
  - (b) any breach of any applicable laws;
  - (c) any claims made against us by a third party arising out of or in connection with your use of our platform and/or in connection with any engagement with any other Registered User, including any acts or omissions of your employees, officers, agents or subcontractors in connection with any engagement.

## **22. Other terms applicable to Registered Users**

- 22.1 We may transfer our rights and obligations under these terms to another organisation.
- 22.2 These terms are between you and us. No other person shall have any rights to enforce any of its terms.
- 22.3 These terms constitute the entire agreement between you and us.
- 22.4 If a court finds part of these terms illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

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

These terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.