

Terms and Conditions

These terms and conditions shall apply to your use of the website located at www.clubspark.englandathletics.org and its related channels and participation in events promoted through the website. clubspark.englandathletics.org is a website operated by England Athletics and Clubspark.

By using clubspark.englandathletics.org You agree to be bound by these terms and conditions and You agree to comply with them. If You do not wish to be bound by these terms and conditions, You should not use the clubspark.englandathletics.org website.

We may change these terms and conditions from time to time and so you should check these regularly. Your use of clubspark.englandathletics.org and participation in events will be deemed an acceptance of the terms and conditions existing at the time of Your use and / or participation.

Other applicable terms

The following terms and conditions also apply to Your use of clubspark.englandathletics.org:

- our [privacy policy](#) which sets out the terms on which we process any personal data we collect from You or that You provide to us. By using clubspark.englandathletics.org, You consent to such processing and You warrant that all data provided by You is accurate, up to date and complete
- our [cookie policy](#) which sets out information about the cookies used on clubspark.englandathletics.org
- our [RunTogether terms and conditions of registration](#) (which are only applicable if you become a Registered User on RunTogether)
- our [funetics terms and conditions of registration](#) (which are only applicable if you become a Registered User on funetics)

1. DEFINITIONS

" **clubspark.englandathletics.org** " means our website located at www.clubspark.englandathletics.org and its related channels.

"**Programmes**" means the RunTogether group running programme devised by England Athletics and delivered by Running Groups and the funetics programme of athletics training and certification devised by England Athletics and delivered by Providers.

"**Registered Users**" means the users of clubspark.englandathletics.org (and participants) collectively and/or individually as the context admits.

"**Website**" means the website clubspark.englandathletics.org accessible on the internet.

"**We/Us**" means England Athletics and "Our" shall be interpreted accordingly.

"You" means you, as a Registered User of clubspark.englandathletics.org and, (where applicable), as a participant in any of Our Programmes and "Your" shall be interpreted accordingly.

2. ACCESSING OUR WEBSITE

2.1 Our website is made available free of charge.

2.2 We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

2.3 You are responsible for making all arrangements necessary for you to have access to our website.

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

3. YOUR ACCOUNT AND PASSWORD

3.1 If you choose, or you are provided with, a username, password or 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.

3.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

3.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at enquiries@englandathletics.org

4. UPLOADING CONTENT TO OUR WEBSITE

4.1 Whenever you make use of a feature that allows you to upload content to our website, or to make contact with other Registered Users of our website, you must comply with the content standards set out below.

4.2 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. If you are a consumer Registered User, this means you will be responsible for any loss or damage we suffer as a result of your failure to adhere to those standards.

4.3 Any content you upload to our website 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 Registered Users of the website a limited licence to use, store and copy that content and to distribute and make it available to third parties.

4.4 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 website constitutes a violation of their intellectual property rights, or of their right to privacy.

4.5 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other Registered User of our website.

4.6 We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in these terms and conditions.

4.7 The views expressed by other Registered Users on our website do not represent our views or values.

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

5. VIRUSES

5.1 We do not guarantee that our website will be secure or free from bugs or viruses.

5.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software.

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

6. LINKING TO OUR WEBSITE

6.1 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.

6.2 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.

6.3 You must not establish a link to our website in any Website that is not owned by you.

6.4 Our website must not be framed on any other Website, nor may you create a link to any part of our website other than the home page.

6.5 We reserve the right to withdraw linking permission without notice.

6.6 The Website to which you are linking must comply in all respects with the content standards set out in these terms and conditions.

6.7 If you wish to make any use of content on our website other than that set out above, please contact: enquiries@englandathletics.org

7. ACCEPTABLE USE

You agree that any use by You of clubspark.englandathletics.org shall be in accordance with the following conditions:

7.1 You will not post or transmit through clubspark.englandathletics.org any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would (or could reasonably) violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are vulgar, crude, sexist, racist or otherwise offensive. You will always treat other Registered Users with respect;

7.2 You will not post or otherwise make available on clubspark.englandathletics.org any material, which You do not own without the express permission of the owner of the material;

7.3 You will not copy, download, reproduce, republish, frame, broadcast, transmit in any manner whatsoever, any material on clubspark.englandathletics.org except as is strictly necessary for Your own personal use;

7.4 You will abide by the specific rules of any competition or promotion that You participate in on or via clubspark.englandathletics.org. Unless we tell you otherwise, all prize draws and competitions offered via clubspark.englandathletics.org are only open to people resident in the United Kingdom; and

7.5 You will not do anything that affects the operability or security of clubspark.englandathletics.org or causes unreasonable inconvenience or offence or disruption to our staff or other Registered Users.

8. THIRD PARTY WEBSITES

8.1 You acknowledge and agree that We are not responsible for the availability of any third party Websites or material You access through clubspark.englandathletics.org.

8.2 We do not endorse and shall not be held responsible or liable for any content, advertising, products, services or materials on or available from such Websites.

8.3 Any dealings between You and any third party advertisers or merchants found on or via clubspark.englandathletics.org, including payment for and delivery of products, services and any other terms, conditions, warranties or representations associated with such dealings, are

made between You and the relevant advertiser or merchant. Therefore, We are not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings.

9. INTELLECTUAL PROPERTY

9.1 All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of clubspark.englandathletics.org shall remain at all times vested in Us or Our licensors. You are permitted to use this material or content only as expressly authorised in writing by Us or Our licensors. You will not, and You will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.

9.2 If You become aware of any such distribution or commercial exploitation, You agree to notify Us immediately.

9.3 You acknowledge that by posting materials on clubspark.englandathletics.org You grant to Us and Our licensors and assigns an irrevocable, perpetual, royalty free, worldwide licence to use the materials both within clubspark.englandathletics.org and in any other manner. The licence extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.

10. LIABILITY FOR AND INFORMATION PROVIDED ON CLUBSPARK.ENGLANDATHLETICS.ORG

10.1 Material which is posted on any bulletin boards or chat forums is written by Registered Users and We are not responsible for and do not endorse such material. We reserve the right to monitor the contributions made and may respond to or comment upon communications made by You and edit, refuse to post, or remove any content from the bulletin boards and chat forums in our absolute discretion. No failure to remove particular material constitutes an endorsement or acceptance of it by Us.

10.2 We will not be held responsible or liable for the content, accuracy, timing or reliability of any information or statements contained within clubspark.englandathletics.org, or for statements, advice and/or opinions made or given by Registered Users on the bulletin boards and chat forums (except as required by law). If You have any claim arising from the actions or statements of another Registered User, You agree to pursue such a claim only against that Registered User and not against Us.

10.3 We will endeavour to provide clubspark.englandathletics.org using all reasonable care. Except as required by law, We will not be responsible or liable for the quality, accuracy or fitness for a particular purpose of clubspark.englandathletics.org and do not promise that the material contained on clubspark.englandathletics.org, or any of the functions contained in clubspark.englandathletics.org or its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

10.4 We will be liable for any fraudulent misrepresentations We make and for any death or

personal injury caused by Our negligence. We will not be responsible or liable to You for any other loss or damage that You or any third party may suffer as a result of using or in connection with Your use of clubspark.englandathletics.org.

11. SAFETY

We give Our ongoing commitment to ensuring through Our policy of safety that You can use clubspark.englandathletics.org with confidence. When using clubspark.englandathletics.org, in particular any bulletin boards or chat forums, You should always take the following precautions:

11.1 guard your identity. Do not give out Your full name, postal address, telephone number, e-mail address, the name of Your school or any other information, other than to people you know well and trust or if specifically requested by Us;

11.2 take particular care if you choose to meet with people You have met online. Do so as part of organised group activity and always ensure that someone else knows where you are going and who You will be with;

11.3 do not reply to any messages that are hostile, rude or inappropriate, or in any way make You feel uncomfortable.

12. TERMINATION

We reserve the right immediately to terminate Your use of clubspark.englandathletics.org if You breach or We have reasonable grounds to believe that You are likely to breach these terms and conditions, or You otherwise engage in conduct which We determine in Our sole discretion to be unacceptable.

13. FEEDBACK

Should You wish to make any comments to Us about clubspark.englandathletics.org or if You have any questions relating to the same please contact Us via the Contact Us section of the website.

14. GENERAL

14.1 Invalidity

If any court or regulator decides that any provision of these terms and conditions is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms and conditions and the remainder of these terms and conditions shall continue to have full force and effect.

14.2 Governing Law and Jurisdiction

These terms and conditions and clubspark.englandathletics.org are governed by English law. Disputes will be dealt with by reference to the English courts.

14.3 Third Party Rights

These terms and conditions apply between Us and Registered Users. No other person is entitled

to benefit under these terms and conditions.

14.4 Corporate Information

England Athletics (Registration No.05583713) Athletics House Alexander Stadium, Walsall Road, Perry Barr, Birmingham, B42 2BE.

15. ENGLAND ATHLETICS WEB APPLICATIONS

When you use the 'England Athletics Web Application' (the Web App) we will not sell or pass on any of your details to another organisation for them to use for their own purposes.

We may, however, use third party organisations to help deliver services on our behalf, for example distributing our email newsletters or managing delegation lists for our events.

At all times we will ensure that your details are held securely – and that any organisations using your information on our behalf do the same.

When you access and use the Web App you accept these Terms and Conditions, and the Terms of use and Privacy Statement set out on clubspark.englandathletics.org (together the Terms and Conditions). Your acceptance of the Terms and Conditions take effect from the first date of use. England Athletics reserves the right to change these Terms and Conditions at any time by posting changes online.

You own any original images you upload using the Web App. For content that is covered by intellectual property rights, like photos and videos (IP Content), you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP Content that you post on or in connection with Facebook, X or Instagram (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.

If you violate the Terms and Conditions or the spirit of Our Programmes or otherwise create risk or possible legal exposure for us, we can stop providing all or part of the Web App to you and will remove all images. You may also disable your application at any time.

We are not responsible for any third-party web sites that are linked to from our Web App. You are responsible for reading these third parties' own terms and conditions or Privacy Policies.

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