

WEBSITE TERMS AND CONDITIONS

1. INFORMATION ABOUT US

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SE (also known as the English Sports Council) is a non-departmental public body registered as a company in England and Wales under registration number RC000766. Our head office is 1st floor, 21 Bloomsbury Street, London WC1B 3HF.

Unless otherwise noted, the terms "**we**", "**us**" and "**our**" on this page refer to SE.

2. SITE TERMS AND CHANGES

This page contains the legal terms and conditions that apply to your use of this Site (including by accessing and browsing it, printing, copying and downloading from it, posting to it, linking to or from it or registering with it) ("**Use**") (the "**Site Terms**"). You must read these Site Terms carefully and we recommend that you print and keep a copy of them for your future reference. By your continuing Use, you confirm that you have read, understood and agree with these Site Terms in their entirety. If you do not agree to these Site Terms in their entirety, you must not Use or continue to Use this Site.

We reserve the right to change, suspend or permanently close the Site and update these Site Terms from time to time. We recommend that you revisit this page regularly to keep informed of the current Site Terms which apply to your Use. By continuing to Use this Site, you will be deemed to have agreed to any changes to these Site Terms.

These Site Terms supplement and are in addition to the terms of our Privacy Statement. Our Privacy Statement explains the personal data that we collect about you and process when you Use the Site. You can view our Privacy Statement by [clicking here](#). When you agree to these Site Terms, you are deemed to have read, understood and agreed to our Privacy Statement in its entirety. There may also be legal notices on other areas of this Site that relate to your Use of the Site, all of which will, together with these Site Terms and our Privacy Statement govern your Use.

3. YOUR OBLIGATIONS

Your Use of this Site's links, messages or information ("**Content**") must only be for lawful purposes and must not be in a way that infringes our or anyone else's rights or restricts or inhibits our or anyone else's enjoyment of the Site.

Except where the relevant page of this Site and these Site Terms expressly permit you to do so, or we consent in writing to you doing so, you may not Use this Site to do any of the following:

- copy, reproduce, use or otherwise deal with any Content on this Site;
- use the Content or any part of it for any commercial exploitation (except where you first obtain a licence to do so from us or, as applicable, from the relevant nominated partner and in such case we reserve the right to charge you for such commercial

exploitation);

- modify, distribute or re-post any Content on this Site; or
- reproduce, crawl, frame, link to or deep link into this Site on or from any other website.

You must not:

- introduce viruses, Trojans, worms, logic bombs or other Content which is, or may be, malicious or technologically harmful to us or anyone else;
- attempt to gain unauthorised access to any part of this Site, the server on which this Site is stored or any server, computer or database connected to this Site;
- attack this Site including attacks via denial-of-service or distributed denial-of service;
- post or distribute any inaccurate, incomplete, defamatory, obscene messages or Content which may otherwise be unlawful (including that which includes any other person's proprietary information such as trade marks, copyrighted or confidential information or trade secrets and where you are not authorised by the owner or rights holder to post or distribute such information).

You acknowledge that any breach by you of these Site Terms may be a criminal offence under the Computer Misuse Act 1990 (UK) and that we may report such actual or suspected breaches to the relevant law enforcement authorities and co-operate with those authorities, including by disclosing your identity or IP address to them. In the event of any actual or suspected breach, your Use of this Site is to cease immediately or we may terminate it.

The Content on this Site is for the purpose of promoting products and services available in the UK and if you choose to Use this Site from outside the UK, then you are responsible for your compliance with local laws if and to the extent local laws are applicable.

4. ACCURACY OF CONTENT AND YOUR RELIANCE ON IT

The Content on this Site is provided for general information purposes only and does not constitute legal or other professional advice or endorsement of any third party and so you may not rely upon it as such. Views expressed in user generated Content are the opinions of those users and do not represent our views, opinions, beliefs or values and we reserve the right to monitor, edit or censor such user generated Content where we consider it appropriate or necessary to do so.

To the maximum extent permitted by law, we

- disclaim all representations and warranties, express or implied, that the Content in or on this Site is accurate, complete, up-to-date and/or does not infringe the rights of any third party; and
- exclude all liability for any loss and/or damages which directly or indirectly arise from or in connection with your Use of the Site or its Content.

5. ACCESS TO THE SITE AND YOUR ACCOUNT

We permit your Use of this Site on a temporary basis only and reserve the right to withdraw or change the Content or products and services provided on this Site without notice.

To register an account with us, you must provide us with your name, email address, password, organisation name, role in organisation and telephone number. Your account details may be used by you to submit, download, modify or remove information on the Site. When you use your email address, password and account, you are authorising us to carry out the instructions you have given to us on the Site.

If you are under the age of 18, you must not Use this Site or submit personal information through the Site unless you have the consent of, and are supervised by, a parent or guardian.

You will require your e-mail address and password to access your account. You are responsible for maintaining the confidentiality of your password and for any activities that occur under your account.

6. INTELLECTUAL PROPERTY RIGHTS AND USER GENERATED CONTENT

For the purpose of this clause “**intellectual property rights**” means all right, title, interest and ownership rights and any copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications therefor and other intellectual property rights.

SE and relevant third party licensors expressly reserve all their rights in and to their respective trade marks, logos, trading names or devices or similar rights, including the right to apply to register the same, including without limitation: ACTIVE PLACES®; ACTIVE PLACES POWER®; ACTIVE PLACES DATA PLATFORM™. (the “Trade Marks”). You are not permitted to use or refer to the Trade Marks without the prior written consent of SE or the owner of the relevant trade mark.

We own or are the authorised licensee of all intellectual property rights (including copyright) in and to this Site. Copyright laws and treaties around the world protect these works and all rights in and to them are reserved to us.

If you acquire any intellectual property rights in the Site or Content on this Site (including any rights you may have in user generated Content that you submit through the Site, but excluding your personal contact details) (“**user IP**”), whether by operation of law or otherwise, then:

- 6.1 you unconditionally and irrevocably waive any and all moral rights you acquire in or to the user IP;
- 6.2 you grant us a perpetual, worldwide, non-exclusive, royalty-free, fully sub-licensable and transferable licence to use, reproduce, distribute, prepare derivative works of and display any user IP in connection with the Site, its promotion or the provision of services which draw on information submitted through the Site;

- 6.3 you agree that all intellectual property rights which arise from our adaptation, arrangement or systemisation of anything which is the subject of or incorporates the user IP, shall vest in us upon its creation; and
- 6.4 you agree to execute all such documents and do all such acts and things as we may reasonably require in order to give effect to the ownership and licensing arrangements set out in this clause.

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- 7.1 you may print or make copies of or download a reasonable number of extracts for your personal use and reference or to draw the attention of others known personally to you to that Content on the Site; however
- 7.2 you agree you will not modify in any way the paper or digital copies of any such Content or Use any of the Site's graphics (including illustrations and photographs) or video or audio sequences separately from any accompanying text; and
- 7.3 in using that Content you must always acknowledge our status (and that of any identified contributors) as the authors of the Content.

If you print, copy or download any part of this Site or its Content in breach of these Site Terms, you agree your Use of the Site is to immediately cease or may be terminated by us and that you will, at our option, return to us or destroy any copies of such Content.

8. THE ACTIVE PLACES API

For the purpose of this clause "Fair Usage" means a maximum of 480 requests for a 1km by 1km square map tile in any 24 hour period for each API Key.

SE's Active Places data is made available at www.activeplacesapi.activeplacespower.com (the "Data") via an application programming interface, which enables programmatic access to the Data (the "API"). To use the API you may request from us a unique alphanumeric identifier (the "API Key"). Subject to our supplying you with an API Key we grant you and you accept a non-exclusive, royalty free, non-transferable, non-sublicensable, revocable licence to use the API subject to the following fair usage policy and these Site Terms:

- 8.1 you shall not apply for or use more than one API Key within your company or organisation;
- 8.2 you shall keep the API Key secure and confidential at all times and not disclose it to any third party or use it for any purpose other than access to the API;
- 8.3 you may only use the API and API Key subject to the Fair Usage limits or such other usage limits or policy as we may notify you of from time to time, and publication of

any such limits or policy on this Site shall constitute notification for the purpose of this clause.

SE may suspend, terminate or otherwise restrict your use of the API or the API Key for any reason, in its absolute discretion, without liability.

Your use of the Data is subject to the Open Government Licence For Public Sector Information available at www.activeplacespower.com/opendata and you must always use the following attribution statement and copyright notice in any copies or modifications of the Data to acknowledge the source of the information:

"Contains Data © Sport England"

and where possible, provide a link to these terms. If you are using information from several information providers and multiple attributions are not practical in your product or application, you may use the following:

"Contains public sector information licensed under the Open Government Licence v2.0"

If you change the Data in any way, when displaying, transmitting or otherwise dealing in the resulting material you must include a clear notice explaining the changes you have made and that the original information is available from SE.

You agree to notify us using app.enquiries@sportengland.org of any breach of these Site Terms that comes to your attention including by any third party.

We are interested in your feedback on the Data and the use you make of that Data. If you wish to send us feedback on the Data including, without limitation, any suggestions for improvement, please use activeplacesdata@sportengland.org.

9. LINKS TO OTHER WEBSITES FROM THIS SITE

Our Site contains links to websites of third parties that we think you may want to visit. These links are provided for your information only. We do not vet these websites and do not have control over their Contents. Except where required by applicable law, we do not accept liability in respect of your Use of these websites or their operators or for any loss or damage that may arise from your Use of them. While accessing other websites via links from this Site, you will be subject to the terms and conditions of use and privacy policies that govern the use of those websites.

10. INDEMNITY / COMPENSATION

You agree to indemnify (compensate) us and keep us indemnified from and against all claims, damages, expenses, costs and liabilities (including legal fees) relating to or arising from your submission of Content through the Site or arising from any breach or suspected breach of these Site Terms by you or your violation of any law or the rights of any third party.

You further agree that we would be irreparably damaged if the terms of these Site Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect

to breaches of these Site Terms, in addition to such other remedies as we might otherwise have available under applicable laws.

11. OUR LIABILITY AND THE RIGHTS OF THIRD PARTIES

Although we use reasonable efforts to ensure that this Site is free from viruses and other malicious or harmful content, we do not guarantee that your Use of this Site (including any Content on or website accessible from this Site) or the Data or API, will not cause damage to your computer or other devices. You are responsible for ensuring that you have the right equipment (including antivirus software) to use the Site, Data and API safely (and any websites which are accessed via links from this Site) and to screen out anything that could damage or harm your computer or other devices.

To the maximum extent permitted by law, we will not be liable to you or any other person for any of the following:

- any loss or damage which may arise as a result of any failure by you to protect your password or account details;
- this Site, the Data or API being unavailable or inaccessible at any time or for any period;
- delays or interruptions to the delivery of any Content on this Site or any products and services provided by us on this Site including the Data and the API; or
- any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your Use of this Site, any Content on the Site, the Data or API, or any website accessible from the Site.

In relation to the Content on this Site or any website accessible from it, or the Data or the API, to the extent permitted by law, we expressly exclude any liability for any of the following:

- all conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, indirect or consequential loss or damage incurred by you or any other person in connection with our Site or in connection with the Use, inability to Use or results of Use of our Site or any website accessible from it or any Content on them, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; or

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this exclusion shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

In no event shall our aggregate liability to you whether in contract, tort or under any other theory of liability, exceed £1,000.

Nothing in these Site Terms shall exclude or limit our liability for death or personal injury caused by our negligence or our liability for fraudulent misrepresentation, fraud, or any other liability that we cannot exclude or limit under applicable law. If any provision in the disclaimers and exclusions from liability contained in these Site Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

No third party shall be entitled to enforce any of these Site Terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (UK) or otherwise.

12. JURISDICTION, APPLICABLE LAW AND LANGUAGE

These Site Terms shall be governed by and construed in accordance with English law and any matter or dispute arising out of or in connection with Use of this Site (including any contract entered by you with us through the Site) is subject to the exclusive jurisdiction of the courts of England and Wales. All contracts shall be concluded in English.

With the exception of the Crown acting through the Department of Culture, Media and Sport or any other applicable Government Department or Agency, no party who is not a party to our agreement with you shall have any right to enforce any term of these Site Terms.

13. NO WAIVER

No waiver by use of any failure by you to comply with or perform a provision of these Site Terms shall constitute a waiver of any preceding or succeeding failure.

14. ENTIRE AGREEMENT

These Site Terms (including, where applicable, our Privacy Statement) set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

15. YOUR CONCERNS

If you have any concerns about any Content that appears on our Site, please contact activeplacesdata@sportengland.org.

Thank you for visiting our Site.