Terms of use

These terms of use (together with the documents referred to in it) tell you the terms of use on which you may make use of the domain uksport.gov.uk ('the website'). Use of the website includes accessing, browsing, or registering to use the website, including the UK Sport Jobs Portal. Please read these terms of use carefully before you start to use the website. By using or accessing any part of the website you agree to be bound by the following terms and conditions, which shall take effect immediately on your first use of the website and continue to apply thereafter. If you do not agree to be legally bound by all the following terms please do not access and/or use the website. We recommend that you print a copy of these terms for future reference.

The website has been designed, built and hosted by the United Kingdom Sports Council ('UK Sport').

These terms of use refer to the following additional terms, which also apply to your use of the website:

- <u>our privacy policy</u>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- <u>our cookie policy</u>, which sets out information about the cookies on the website.

About Us

The website uksport.gov.uk is operated by UK Sport, incorporated by Royal Charter in England and Wales with number RC000765 and with its principal office at 6th Floor, 10 South Colonnade, London E14 4PU.

Acceptable Usage

You may only use the website in a manner that is lawful and that complies with the provisions of this paragraph. Specifically:

- you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- you must not use the website in any way, or for any purpose, that is unlawful or fraudulent;
- you must not use the website to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or

any other code designed to adversely affect computer hardware, software, or data of any kind; and

 you must not use the website in any way, or for any purpose, that is intended to harm any person or persons in any way.

We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that we may take in response to breaches of these terms of use.

Use of Jobs Portal

To register with and advertise sport-related jobs through the Jobs Portal, you must also acknowledge and comply with these additional terms.

To register your company with the Jobs Portal, you will provide personal data which UKS will process for the purpose of administrating the Jobs Portal. Further details of how your personal data will be handled is found under the Data Protection and Privacy Statement of this document, and also in our <u>privacy policy</u>.

As a Registered User of the Jobs Portal, you:

- will ensure that all job advertisements uploaded onto the Jobs Portal meet the National Minimum Wage Regulations (as may be amended).
- will not advertise unpaid job opportunities, including unpaid internships or unpaid work experiences on the Jobs Portal.
- will not advertise 0-hour contract job advertisements on the Jobs Portal.
- understand and accept that UKS retain absolute discretion to remove any job advertisements from the Jobs Portal. Should they exercise this discretion, UKS will communicate with you directly to inform you of this decision.

Website disclaimer

Whilst UK Sport will use reasonable efforts to ensure that the information on the website is accurate and check and test the website and material contained on it, the website and material contained on it including relating to Government information, products and services (or third party information, products and services) are provided 'as is' without any representation or endorsement and without any warranty of any kind whether express or implied, including but not limited to implied warranties of satisfactory quality, fitness for purpose, non-

infringement, compatibility, security and accuracy.

UK Sport cannot guarantee the functions contained in the material contained on its website will be uninterrupted or error free, that defects will be corrected, or that the website or the servers that make it available are error or virus free or represent full functionality, accuracy, reliability of materials, or accuracy of the website and all information contained in them. In no event shall UK Sport be liable for any loss or damage, including, without limitation, indirect or consequential loss or damage, whatsoever arising from the use or loss of data, profits arising out of or in connection with your use of the website.

Visitors who rely on information on the website do so at their own risk. The content on the website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the website.

Visitors should run an anti-virus programme on all material downloaded from the internet. UK Sport does not accept any liability for any loss, disruption or damage to your data or your computer system which may occur whilst your use of website and the material contained on the website. You are responsible for configuring your information technology, computer programmes and platform in order to access the website. You should use your own virus protection software.

You must not misuse the 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 the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the websites via a denial-of-service attack or a distributed denial-of service attack. We will report any breach of this provision 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 the website will cease immediately.

Limitation of Liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the website or any content on it, whether express or implied.

We will not be liable to any user 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 use of, or inability to use, the website; or use of or reliance on any content displayed on the website.

Please note that we only provide the website for domestic and private use. You agree not to use the website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or any other business losses.

We assume no responsibility for the content of websites linked on the website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Copyright and intellectual property

All content of the website and the material published on it including but not limited to the text, photographs, images, graphics, illustrations, designs, written and other material including the program and code that operates the website (together the 'content') is protected by copyright, trade mark and/or other proprietary rights owned by or licensed to UK Sport. This includes information licensed to UK Sport through an open government licence as set out on the Transparency and Open Data of the website page http://www.uksport.gov.uk/resources/transparency-and-open-data. Should you choose to download print or copy any content from the website, you must do so only in accordance with these terms and the terms of the relevant licence for such information as specified by us on the page set out above. Such activity is permitted only for your personal use or, in relation to information provided under a government licence, in accordance with the terms of the relevant licence only. Accordingly, you acknowledge that republication, retransmission, reproduction or other use of the content is strictly prohibited.

You must not use any part of the content on the website for commercial purposes. If you print off, copy or download any part of the website in breach of these terms of use, your right to use the website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Linked websites to and from UK Sport website

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. 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. You must not establish a link from any website where the main content of the website is of a controversial nature. You must not establish a link to our website in any website that is not owned by you and our website must not be framed on any other website, nor may you create a link to any part of the website other than the home page. We reserve the right to withdraw linking permission without notice.

UK Sport provides links to websites maintained by other organisations as part of its service, but is not responsible for their content, accuracy of their content or endorse any externally linked sites or the views expressed within them. Listing a website link shall not be taken as an endorsement of any kind. Neither can UK Sport guarantee that these external links will always work.

UK Sport does not have any control over the availability of linked pages, to notify UK Sport of broken/outdated links, please email <u>info@uksport.gov.uk</u>.

Data protection and privacy statement

Any personal information that you provide to the website will be handled by UK Sport in line with current UK data protection legislation, namely, the UK General Data Protection Regulation 2016 (GDPR), the Data Protection Act 2018 (DPA) and the Privacy and Electronic Communications Regulation 2003, collectively referred to as 'data protection legislation' for the purpose of this document.

We have put in place appropriate technical and organisational security measures and will take reasonable steps to protect your personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access.

Unfortunately, the transmission of your personal data via the internet is not completely secure and although we do our best to protect your personal data, we cannot guarantee the security of your data transmitted to us over the internet and any transmission is at your own risk. (Please see 'Website disclaimer' section above.)

For more information on how we handle your personal data and your rights, please see the UK Sport <u>privacy policy</u>.

Our privacy policy may change from time to time and, if it does, the up-to-date version will always be available on our website. We will also tell you about any important changes in our privacy policy.

Use of IP addresses

We log IP addresses only for the purposes of system administration and to audit the use of the website. This is automatically recognised by the web server. We do not link IP addresses to anything personally identifiable, which means that while your user session will be logged, you will remain anonymous to us.

What is a cookie?

Cookies are text files containing small amounts of information which are downloaded to your computer or mobile device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. Cookies are useful because they allow a website to recognise a user's device.

Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improving the user experience. They can also help to ensure that adverts you see online are more relevant to you and your interests.

Our website uses cookies so that we can remember you and understand how you and other visitors use our website. To see a complete list of these cookies and to find out how you can tell us whether you want us to use them on your device or not, please access our <u>cookies policy</u>.

Change of Terms

UK Sport may change these terms at any time by posting changes on the website. Please review these terms regularly to ensure you are aware of any changes made by UK Sport. Your continued use of the website after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

Invalidity of terms

If any of these terms and conditions is illegal, invalid or unenforceable this will not affect the validity or enforceability of the remaining terms and conditions.

Applicable Laws

The relationship between you and UK Sport will be governed by English law. You

agree to submit all disputes to the jurisdiction of the English courts.

Communications from Us

If we have your contact details (if, for example, you have registered to read the newsletter) we may from time to time send you communications by email e.g. important notices and marketing emails. These communications will be processed in accordance with our <u>privacy policy</u>, where you can also find more information about how your personal data is handled and your rights.

You can change your marketing preferences and unsubscribe at any time by contacting us at <u>dataprotection@uksport.gov.uk</u> or 020 7211 5100.

Contact us

If you have any questions or complaints about these terms of use, privacy policy, data protection, marketing emails or website issues generally, you can contact info@uksport.gov.uk.

In respect of data protection queries or complaints including in relation to marketing emails, you may contact our Data Protection Officer using the following details:

FAO Data Protection Officer UK Sport 6th Floor 10 South Colonnade London E14 4PU

E: <u>dataprotection@uksport.gov.uk</u> T: +44 (0) 20 7211 5100

If you have any comments or questions about the accuracy of information on the website, please contact the <u>info@uksport.gov.uk</u>.

Important notice

Communications and attachments sent by UK Sport, whether electronically or in printed form, may contain information which is confidential and may also be subject to professional privilege. Such communications are for the exclusive use of the sender(s) and recipient(s) who are reminded that the information contained in communications and their attachments may be subject to public disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

Non-intended recipient(s) of such information should note that any form of distribution, copying, printing or use of UK Sport's communications or their attachments or the information contained therein is strictly prohibited and may be unlawful. If you receive any UK Sport communications in error please return it to the sender.

Where the communication is an email we would also be grateful if you would also copy the communication to <u>info@uksport.gov.uk</u>, then delete the email and any copies of it.

UK Sport, 2023