



## Kent Netball Website Terms and Conditions

Policy Name	Kent Netball Website Terms and Conditions
Responsible Officer	Chairperson
Group Owner	KNMC
Date created/modified	01/05/2021
Version	1.0
Review date	01/05/2024
Applicable for	This policy is mandatory.
Summary	This policy provides information on Kent Netball's website terms of use.

### Version control

Person Responsible	Version and summary of changes	Date
Dawn Cox	First Version KN Website Terms and Conditions	01/05/18
Dawn Cox	Re-formatted. Website Cookies Policy incorporated. Kent Netball Website Terms and Conditions _v1.0	01/05/21

## Contents

1. Policy Statement .....	3
2. Use of Content .....	3
3. Prohibited Use .....	3
4. Use of Messages and Materials .....	4
5. Message Boards .....	4
6. Warranties and Liability .....	5
7. Privacy Notice .....	5
8. Changes to these Terms and amendments to Content .....	5
9. Advertising and Sponsorship .....	6
10. Competitions and prizes .....	6
11. Choice of Law and Jurisdiction .....	6
12. Cookies .....	6
a. What is a Cookie? .....	6
b. How are cookies used? .....	6
c. How does the Kent Netball website use cookies? .....	6
d. Turning off/deleting cookies .....	7
13. Relevant Contacts .....	7
14. General .....	7
15. Review of Policy .....	7

## 1. Policy Statement

The purpose of the Kent Netball (KN) website is to provide you with information and services about Kent Netball and netball in Kent.

By accessing any of the pages on the KN website you agree to comply with the Terms & Conditions set out below. If you do not agree with these Terms & Conditions, do not make any use of the site and leave it immediately.

We have taken care in the preparation of the site. However, as certain technical matters may be beyond our control, we cannot guarantee that you will have uninterrupted access to the site at all times.

The Chairperson is responsible for ensuring that this policy is implemented effectively. The Secretary is responsible for the day-to-day implementation of the Policy. All other KNMC members are expected to facilitate this process.

A record of revisions of this policy will be recorded in the Kent Netball Documents – Version Control Register.

Queries regarding this policy should be directed as indicated in the Relevant Contacts section.

## 2. Use of Content

- 2.1 All copyright and all other intellectual property rights in all text, images, sound, software, service marks, logos and other materials on the pages of the site ("the Content") are owned by KN or are reproduced on the site with permission of the relevant rights owner.
- 2.2 The Content may not be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without KN's prior written consent, except as 2.3 below.
- 2.3 You may read, view, print, download and (where appropriate) listen to the contents of an individual page for private and personal non-commercial use only provided that all copyright, trademark and other proprietary notices contained in the original materials on any copy of these materials is retained, but you may not make more than one copy electronically or otherwise of any of the contents and you may not recopy or further distribute, sell, publish or transmit any part of the material by electronic or any other means.
- 2.4 You agree not to sell, resell, supply or otherwise make the Content or extracts or other information derived therefrom available in any manner or on any media to any third party without the prior written consent of KN.
- 2.5 The names, images and logos identifying KN, its projects, products and services (including, without limitation, the names "Kent Netball", "Kent Netball Association", or those of third parties, are the proprietary marks of Kent Netball, and/or may be the proprietary marks of third parties. Any use made of these marks may be an infringement of rights in those marks and Kent Netball reserves all rights to enforce such rights that it might have.

## 3. Prohibited Use

You may not use the site:

- for the posting, uploading, emailing or other transmission of any material, the publication, dissemination, use or possession of which infringes the rights of any person or which is unlawful in any other respect;
- in any manner which could damage, disable, overburden, or impair the site;

- to make available personal data about any person other than yourself;
- to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the site;
- to impersonate any other person or entity or to provide inaccurate information;
- in any way which is abusive, vulgar, racist, sexist, defamatory, sexually orientated or obscene or which will harass, distress, embarrass or inconvenience any person or which might restrict or inhibit the use and enjoyment of the site by any person;
- for the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial exploitation;
- for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment;
- to create a database (electronic or otherwise) that includes Content;
- to transmit or re-circulate any Content to any third party;
- in such a way so as to remove the copyright or trade mark notice(s) from any copies of any Content made in accordance with these terms; or
- in any way that might bring KN, its affiliated organisations or the sport of netball into disrepute.

## 4. Use of Messages and Materials

- 4.1 By submitting messages, suggestions or material (including any text, photographs, graphics, video or audio) to KN/the site you are granting KN a perpetual royalty free non-exclusive licence to reproduce, modify, translate, make available, distribute and sub-license the message/suggestion in whole or in part and in any form anywhere in the world.
- 4.2 By submitting any messages, suggestions or material to KN /the site you agree that KN may use those materials or suggestions for any purpose and in any what it chooses, including, but not limited to, developing, manufacturing and marketing products using such materials or suggestions. Any materials you provide shall be regarded as non-confidential.
- 4.3 By submitting any messages, suggestions or material to KN /the site you waive all of the moral rights that you have under Chapter IV of the of the Copyright, Design and Patents Act 1988 in respect of any such material.
- 4.4 If you do not wish to grant KN the rights set out above, do not submit contributions to the site.
- 4.5 KN shall have the unrestricted right to post on to the site some or all of any messages or suggestions that you submit to KN/the site or to choose not to do so. If KN chooses to post some or all of your messages or suggestions it may thereafter remove from the site some or all of any messages or suggestions that you submitted to KN/the site at its discretion and without the need to give any reasons.

## 5. Message Boards

Some of the pages of the site may contain message boards, bulletin boards, chat pages or other forums in which users are able to post material for viewing by others. KN does not edit or monitor the content of these pages and, subject to what is said below, does not have any knowledge of any

of the activities or information carried on in, or contained within, those pages. If anyone becomes aware that any material on those pages, or any activities carried out on those pages, are offensive, unlawful or infringe any third-party rights in any way, please send an appropriately worded message to KN by email using this address: [dcox@kentnetball.co.uk](mailto:dcox@kentnetball.co.uk). KN shall then act expeditiously to remove any such material or to disable access to the information.

## **6. Warranties and Liability**

- 6.1 The Content has been included in good faith and is only for your general information and is for recreational use. In particular, the Content does not constitute any form of advice, recommendation or arrangement by KN and is not intended to be relied upon by users in making (or refraining from making) any specific decisions. You are responsible for checking the accuracy of relevant facts and opinions given on the site before entering into any commitment based upon them. All conditions, warranties terms and undertakings express or implied statutory or otherwise in respect of the provision of the Content are excluded to the fullest extent permitted by law.
- 6.2 The Content may contain inaccuracies or typographical errors. KN makes no representations about the reliability, availability, timeliness and accuracy of the Content. KN does not warrant that the site will be free of viruses or other harmful components.
- 6.3 The site contains links to other websites ("third-party sites"). KN neither endorses nor takes responsibility for the availability or content of third-party sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such third-party sites. If you decide to use these links to access third-party sites you do so at your own risk.
- 6.4 On some of the pages of the site you may be informed of the opportunity of entering into agreements with third parties. KN or any of its subsidiary companies are not liable in relation to, and takes no responsibility for, any contract entered into by you with any third party.
- 6.5 Save as expressly provided for in these terms KN or any of its subsidiary companies shall not be liable for any direct, indirect or consequential loss or damage (including, without limit, loss of property or profit, business revenue or opportunity or anticipated savings and loss of or damage to any data) or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of or access to the Content or any part thereof or in respect of any defect therein or any failure to provide or the late delivery of the same howsoever arising. KN does not exclude its liability for death and personal injury caused by its negligence.

## **7. Privacy Notice**

- 7.1 The information that you provide about yourself to KN will only be used by KN in accordance with its Privacy Notice and by using this site you consent to our use of data collected on this site in the manner set out in the Privacy Notice.
- 7.2 We may use cookies on the site.

## **8. Changes to these Terms and amendments to Content**

- 8.1 KN reserves the right, at its discretion, to make changes to any part of the site.
- 8.2 Due to its policy of updating and improving the site, KN may wish to change these Terms & Conditions from time to time and you agree to be bound by the Terms & Conditions which apply at the time of your use of the site.

## 9. Advertising and Sponsorship

The site may contain third-party advertising and sponsorship and advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the site complies with international and national law. KN will not be responsible for any error or inaccuracy in advertising material.

## 10. Competitions and prizes

From time-to-time KN may run competitions, free prize draws and promotions on the site. In each case these will be subject to additional competition terms that will be made available on the site.

## 11. Choice of Law and Jurisdiction

These Terms shall be governed by, and construed in accordance with, English law and the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

## 12. Cookies

### 12.1 What is a Cookie?

Cookies are small text files that are stored on your PC, phone or other web enabled device when you visit the KN website. They are not harmful and do not contain any personal or confidential information such as your home address, date of birth or credit card details.

### 12.2 How are cookies used?

Cookies are an essential part of how the KN website works – they are needed to help provide you with a quick, responsive and personalised web experience. Cookies allow the website to remember actions that you have performed on the site, your preferences and the pages you have visited. They also tell the site that you have returned. Some aspects of the website cannot function effectively without using cookies.

### 12.3 How does the Kent Netball website use cookies?

- **Analytical cookies** are used to recognise and count the number of visitors to the site, track the areas you visit as well as time spent browsing. This information allows us to get to know how you use our website, which in turn can help us to improve the way the website works, making it more user-friendly, which should enable you to find what you are looking for need more easily. They are used to measure the effectiveness of our promotions and understand what you like. We also use this information to help improve our website, make the content more relevant and improve the user experience.
- **Functional cookies** allow us to identify that you are moving from one page to another page and keep you logged as you browse the site and ensure content is loaded at the fastest possible speed. They also enable us to provide additional functionalities to the website that, whilst not essential; enable additional features that should improve your browsing experience.
- **Third Party Cookies** are cookies set by another organisation's website. Some pages on the KN website contain content embedded from a third party organisations e.g. Google,

YouTube. We also provide you with the opportunity to share information with others using social networks such as Facebook and Twitter. KN does not control these external cookies and would advise you to check the relevant third-party websites for more information about their use of cookies.

#### **12.4 Turning off/deleting cookies**

Information on deleting or controlling cookies is available at [www.AboutCookies.org](http://www.AboutCookies.org). Please note that by deleting our cookies or disabling future cookies you may not be able to access certain areas or features of our website.

If you want to delete any cookies that are already on your computer, please refer to the instructions for your file management software to locate the file or directory that stores cookies.

### **13. Relevant Contacts**

If you need to contact KN about these Terms & Conditions you may do so by email using this address [secretary@kentnetball.co.uk](mailto:secretary@kentnetball.co.uk).

### **14. General**

14.1 If any provision of these terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms, which shall remain in full force and effect.

14.2 Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy. Headings in these terms are for convenience only and will have no legal meaning or effect.

### **15. Review of Policy**

The KNMC will review this policy at three-year intervals.

Amendments to the policy are permitted at any time following a decision of the KNMC, which must be minuted.