

funetics – website terms and conditions

Who we are and how to contact us

'funetics' is a programme of fun athletics sessions created by England Athletics Limited ("we", "our", "us") to help children aged 4-11 learn, develop and practice running, jumping and throwing, all year round. We are registered in England and Wales under company number 05583713 and have our registered office at Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham, B42 2BE.

By using our Site you accept these terms

By using our website (**Site**), you confirm that you accept these terms of use (**Terms**) and that you agree to comply with them.

If you do not agree to these terms, you must not use our Site.

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

We recommend that you print a copy of these Terms for future reference.

There are other terms that may apply to you

These terms of use refer to our [Privacy Policy](#), which applies to your use of the Site. This includes details of our use of cookies on the Site.

We may make changes to these terms

We amend these Terms from time to time. Every time you wish to use our Site, please check these Terms to ensure you understand the Terms that apply at that time.

We may make changes to our Site

We may update and change our Site from time to time. Where the changes are significant, where possible we'll notify you in advance. Otherwise, it will be the [first time you log in after the changes take effect].

We may suspend or withdraw our Site

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of

our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date. Any information provided on this Site is for general information only, and is not intended to amount to advice on which you should rely.

Registering for a funetics account on our Site

If you register on the Site, you'll need to choose a suitable password. You must treat any information you provide as part of our security procedures as confidential and must not disclose it to any third party.

We have the right to disable any 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.

If you know or suspect that anyone other than you knows your password, you must promptly notify us at support@funetics.co.uk.

You confirm that you will not provide inaccurate, misleading or false personal information to England Athletics when registering on our Site. If personal information becomes inaccurate, misleading or false, you will promptly update your profile and/or notify England Athletics. Aliases are not allowed.

How you may use material on our Site

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

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.

You must not modify the 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.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

We are not responsible for websites we link to

Where our Site contains links to other sites and resources provided by third parties, 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 sites or resources.

Our responsibility for loss or damage suffered by you

Whether you are a consumer, school, coach or other user:

- 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.

If you are a consumer user:

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

If you are a school or business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.
- 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:
 - use of, or inability to use, our Site; or
 - use of or reliance on any content displayed on our Site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

How we may use your personal information

We will only use your personal information as set out in our [Privacy Policy](#).

We are not responsible for viruses and you must not introduce them

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

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

You must not misuse our Site 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 Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site 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 Site will cease immediately.

Rules about linking to our Site

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 to our Site in any website that is not owned by you.

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

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in the 'Acceptable use of our Site' section, above.

If you wish to link to or make any use of content on our Site other than that set out above, please contact support@funetics.co.uk.

Acceptable use of our Site

You may use our Site only for lawful purposes. You may not use our Site:

- in any way that breaches any applicable local, national or international law or regulation;

- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (as listed below)
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of these terms of use;
- not to access without authority, interfere with, damage or disrupt:
- any part of our Site;
- any equipment or network on which our Site is stored;
- any software used in the provision of our Site; or
- any equipment or network or software owned or used by any third party.

Content standards

These content standards apply to any and all material which you contribute to funetics (**Contribution**), and to any interactive services associated with it.

The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in its discretion, whether a Contribution breaches the content standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions);
- comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from us, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be,

published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;

- contain any advertising or promote any services or web links to other sites.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, 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.

Our trade marks are registered

Our funetics trademarks are UK registered trademarks of England Athletics Limited. They are registered as a series of 2 marks under No. UK00003333669 and as a series of 3 marks under No. UK00003333665. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under How you may use material on our Site.

Last updated: July 2019