

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **What's in these terms?**

These terms tell you the rules for using this fundraising website (**our site**).

### **Who we are and how to contact us**

Our site is operated by Sportivater Limited t/a 'Sports for Schools' (**we/us**). We are registered in England and Wales under company number 08665470 and have our registered office at 18 Hills Avenue, Cambridge, Cambridgeshire, CB1 7XA. Our VAT number is 171983871.

We follow the Fundraising Regulator's Code of Fundraising Practice and Fundraising Promise. Please see the 'About Us' page of our site for more details.

To contact us, please email us at [hello@sportsforschools.org](mailto:hello@sportsforschools.org), telephone on 01223 792200 or write to us at our main trading address 4 The Mill, Copley Business Park, Cambridge, CB22 3GN.

### **Sports for Schools (SfS)**

SfS is a social enterprise with a mission to encourage children be more physically active, resilient and lead healthy lives. We achieve our mission by bringing elite athletes such as world champions, Olympians and Paralympians, into primary schools all over the UK to run inspiring events. Our site allows you to donate to and raise funds for your school to spend on resources that promote physical activity.

### **How SfS is funded**

The SfS programme is funded by sponsorship raised through the events we hold at the schools we visit. SfS is paid a fee per pupil taking part (please see the "About us" section on our site for more details) which is deducted from the funds raised by the relevant school. Of the funds raised on top of the participation fee, the school will retain 60% in the form of a voucher to spend on activities, services or equipment that promote physical activity and 40% will go to SfS to continue to support its mission.

If insufficient funds are raised by a school, we will cover the shortfall out of our own resources. We never turn down a school that wishes to run an event, even where there is little expectation of a fee being paid.

By way of examples: (1) if the total of the fees per pupil came to £200 and the total donations came to £150 then the Sports for Schools would receive just the £150 in total and the school would not receive a voucher; or (2) if the total fees per pupil came to £200 and the total donations came to £2,000 then Sports for Schools would receive  $£200 + (£2,000 - £200) \times 40\% = £200 + £720$  which comes to £920 in total. The school would receive a voucher with a value of  $£2,000 - £920 = £1,080$ .

### **How your money is handled**

Any money that you donate through our site is legally owned by the school for which the money is being raised and we keep that money in a separate bank account and keep an account of the money we hold for each school. When all the sponsorship money is counted, we tell the school how much money each fundraiser has raised online through this site so that they can add that to the total that has been raised by other means (usually in cash or by cheque using a sponsorship form).

When you make a donation, the transaction is final and is not disputable unless you can prove unauthorised use of the payment card used to make the donation. If you become aware of fraudulent use of your card, you should notify your card provider.

### **Use of your donation**

After our fee has been deducted, we do not warrant or represent that your donation will be used for any specific activities by your school and we shall not be responsible for any use made of your donation.

### **Refunds**

We hope that once you've supported a child with sponsorship and made a donation that you won't want to change your mind and ask for your money back from them. However, we do realise things can change, so we will gladly provide you with a refund on any donations you've made if you make that request within 14 days of making the donation. No refunds will be given for any subsequent cancellations after this initial 14-day period. As always, your statutory rights are not affected.

### **By using our site you accept these terms**

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

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

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 the following additional terms, which also apply to your use of our site:

- Our Privacy Policy <https://sportsforschools.org/privacy-policy>.
- Our Cookie Policy <https://sportsforschools.org/cookies>, which sets out information about the cookies on our site.

If you are a school and would like to book a Sports for Schools visit, our terms and conditions for the supply of services <https://sportsforschools.org/general-terms-and-conditions/> will apply.

### **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. These terms were most recently updated on 20<sup>th</sup> December 2022.

**We may make changes to our site**

We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities.

**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.

You are also 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 may transfer this Agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**Our site is only for users in the UK**

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

**You must keep your account details safe**

If you choose, or you are provided with, a user identification code, 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.

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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [hello@sportsforschools.org](mailto:hello@sportsforschools.org).

**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 (except where the content is user-generated).

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, download, share or repost any part of our site in breach of these terms of use, 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.

#### **No text or data mining, or web scraping**

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

#### **Do not rely on information on this site**

The content on our site 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 our site.

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.

### **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.

### **User-generated content is not approved by us**

This website may include information and materials uploaded by other users of the site, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

### **How to complain about or report content**

If you become aware of any material that could comprise or be connected to child sexual abuse or exploitation or that could comprise terrorist content or be connected to terrorism, please contact us immediately on [hello@sportsforschools.org](mailto:hello@sportsforschools.org) or by calling us on 01223 792200.

If you wish to complain about any other content, please contact us on [hello@sportsforschools.org](mailto:hello@sportsforschools.org).

### **Our responsibility for loss or damage suffered by you**

#### **Whether you are a consumer or a business 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 business user:**

- The site is provided on an “as is” basis and 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.
  - **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.

#### **How we may use your personal information**

We will only use your personal information as set out in our Privacy Policy <https://sportsforschools.org/privacy-policy>.

#### **Uploading content to our site and our content standards**

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

You must 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 bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

- 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.
- In any way that involves child sexual exploitation or abuse.
- To upload terrorist content.

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 website 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.

Failure to comply with these content standards constitutes a material breach of these terms and may result in us taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any contribution uploaded by you to our site.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

You may discontinue use of our site at any time. These terms will continue to apply to your past use.

You warrant that any such contribution by you does comply with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site 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 a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in *Rights you are giving us to use material you upload*.

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 site constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with these content standards.

If you wish to contact us in relation to content you have uploaded to our site and that we have taken down, please contact us at [hello@sportsforschools.org](mailto:hello@sportsforschools.org).

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

### **Rights you are giving us to use material you upload**

When you upload or post content to our site, you grant us a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, and display that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service forever.

### **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 these terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact [hello@sportsforschools.org](mailto:hello@sportsforschools.org).

### **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**

"Sports for Schools" is a UK registered trade mark of Sportivater Limited. 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*.

### **Complaints process**

We hope this will never be the case but if you do have a complaint about how we have handled the online fundraising process, please contact us using the details at the beginning of these terms and we will investigate your complaint as a matter of urgency. Our complaints process can be found at [www.sportsforschools.org/privacy-policy](http://www.sportsforschools.org/privacy-policy).