

## **Terms of Use**

ukactive x This Girl Can Terms of Use for Practical Guide Download.

These Terms of Use (the '**Terms**') set out the conditions you agree to comply with when downloading the ukactive x This Girl Can - Practical Guide, titled: '*How to improve your services for women and girls: As told by the 51%*' and the Data Appendix, titled: '*As told by the 51% - Research to Better Understand Concerns, Behaviours, And Perceptions Women And Girls Have About Participating In Activities Within Gyms And Leisure Centres*' which is aimed at organisations within the fitness and leisure sector.

These Terms prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Please retain a copy of these Terms for your information.

### **1. Definitions and Interpretation**

**1.1** Unless the context otherwise requires capitalised terms shall have the meaning as set out below:

**"Practical Guide and Data Appendix"** a practical guide with tangible solutions to support the sector in engaging the audience of women and girls and a supporting appendix document that provides the insights and data found through research commissioned by ukactive with funding provided by Sport England;

**"Campaign"** – the This Girl Can marketing campaign developed by Sport England to encourage women and girls to play sport and engage in physical activity;

**"Intellectual Property Rights"** all copyright, database rights, design rights, registered designs, trademarks, service marks, trade secrets and rights in confidential information and all rights and forms of protection of a similar nature or having an equivalent effect to any of them which may subsist anywhere in the world together with all goodwill attaching or relating thereto, whether or not any of them are registered and including application for registration of any of them relating to the Practical Guide and Data Appendix (including any translations thereof), except for the TGC Marks and Lock-up;

**"Lock-up"**



**"Permitted Purpose"** to promote and raise awareness of the Practical Guide and Data Appendix and Campaign in conjunction with the 'Recover & Reinvent' part of Sport England's new Uniting the Movement strategy by seeking to grow the number of women and girls taking part in sport and physical activity and creating a new norm of women and girls taking part in sport and physical activity by encouraging the fitness and leisure sector to make their spaces more inclusive and welcoming to these audiences, with the aim of eliciting positive, sustainable change in the sector. This includes downloading, using and distributing the Practical Guide and Data Appendix at your premises or within your organisation;

**"Privacy Policy"** ukactive's statement that discloses the ways we gather, use, disclose, and manage a customer or client's data in line with UK GDPR and Data Protection Act 2018;

**"Sport England"** The English Sports Council (trading as Sport England), a company incorporated by Royal Charter in the United Kingdom under Company No. RC000766, with its registered office at First Floor, 21 Bloomsbury Street, London WC1B 3HF, United Kingdom;

**"TGC Marks"** UK Trade Mark Registration No. 3076071 THIS GIRL CAN, International Registration Trade Mark Registration No. 1338370 (designating the EU);

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“we”, “us”, “our” ukactive, registered in England and Wales with company number 02589238 whose registered office is at 10 Bloomsbury Way, Holborn, London WC1A 2SL;

“Website” [engagingwomen.ukactive.com](http://engagingwomen.ukactive.com); and

“you”, “your(s)” an organisation, operator, club or other sporting or fitness body that wishes to download the Practical Guide or Data Appendix for the Permitted Purpose.

## 2. Use of the Practical Guide and Data Appendix

2.1 The Practical Guide and Data Appendix can be downloaded from the Website after accepting these Terms.

2.2 In the event that you wish to share the Practical Guide and Data Appendix with anyone who hasn’t themselves accepted these Terms of Use, you do so on the proviso that you are responsible for them adhering to these Terms.

2.3 You hereby agree that:

(a) you shall not use the Practical Guide or Data Appendix (or any part of it) for any use, event or purpose (whether directly or indirectly) which:

(i) violates or infringes in any way upon the rights of others (including us and Sport England) or the Campaign, the TGC Marks and/or the Lock-up, which is unlawful, offensive, obscene, defamatory, profane or otherwise objectionable which encourages conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any law or is in breach of the privacy or any other rights of a third party or of any law;

(ii) would tend to allow them to become liable mislead the public, or be materially detrimental to or inconsistent with the Campaign, Sport England and/or our good name, goodwill, reputation and image or that of the Campaign or the TGC Marks;

(iii) would impair our rights or Sport England’s rights in the Practical Guide and Data Appendix (or any part of it), the TGC Marks and/or the Lock-up; or

(iv) is commercial (i.e. promoting particular products and/or services), promotional and/or falsely suggests a client (or other business) affiliation or relationship with us or Sport England or the Campaign;

(b) you shall not amend, adapt, use or position the Practical Guide and Data Appendix (or any part of it, including the TGC Marks and the Lock-up) so as to suggest that we, you or any of the persons associated in the release of the Practical Guide and Data Appendix endorse any commercial product or service or any political party or belief without our prior approval in writing;

(c) you shall discharge your obligations in connection with the use of the Practical Guide and Data Appendix with all due skill, care and diligence and comply with any applicable laws, regulations and/or industry codes;

(d) you shall at all times (notwithstanding the termination of these Terms) be liable for, indemnify and hold us harmless (together with our officers, employees and agents) against all liabilities, actions, proceeds, costs, claims, damages and other expenses of any nature whatsoever incurred by, suffered by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of your obligations under these Terms.

## 3. Intellectual Property Rights

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**3.1** The legal and beneficial ownership of the Practical Guide and Data Appendix and the Intellectual Property Rights (expressly excluding any rights in the Lock-up and the TGC Marks) belong to ukactive.

**3.2** The legal and beneficial ownership of the TGC Marks and the Lock-up belong to Sport England.

**3.3** You agree that these Terms do not give you any ownership, any claim, any right, title or interest in or to the Practical Guide and Data Appendix (or any part of it) except the rights of use as are specifically set out in these Terms and you hereby acknowledge and agree that the benefit of all such use by you shall at all times enure to us. You shall hold all goodwill accruing to the Practical Guide and Data Appendix as a bare trustee for our benefit.

**3.4** All uses of the Practical Guide and Data Appendix must be used by you in the manner that has been presented for download on the Website, without amendment.

#### **4. Protection of the Practical Guide and Data Appendix and the Intellectual Property Rights**

**4.1** You shall notify us in writing of any infringements or misuses of the Practical Guide and Data Appendix (or any part of it) and/or the misuse of the Intellectual Property Rights by third parties of which you become aware.

**4.2** We have the sole right to determine whether any action shall be taken on account of all proceedings relating to the Practical Guide and Data Appendix (or any part of it) and/or the Intellectual Property Rights and will in our sole discretion decide what action (including litigation, arbitration or compromise) if any to take in respect of any infringement or alleged infringement of the Practical Guide and Data Appendix (or any part of it) and/or the Intellectual Property Rights or any other claim or counterclaim brought or threatened in respect of the use of the Practical Guide and Data Appendix (or any part of it) and/or the Intellectual Property Rights. We shall not be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to the Practical Guide and Data Appendix (or any part of it) and/or the Intellectual Property Rights if we in our sole discretion decide not to do so.

**4.3** In any infringement proceedings which are brought by us, we shall be entitled to claim in respect of any loss suffered or likely to be suffered by you and shall be entitled to retain any damages awarded in respect of such claim.

#### **5. Limitation of Liability**

**5.1** We do not warrant that the use of the Practical Guide and Data Appendix by you will not infringe the rights of any third party and exclude all implied warranties or representations to the fullest extent permitted by law.

**5.2** Our only responsibilities with respect to the Practical Guide and Data Appendix are set out in these Terms of Use. To the fullest extent permitted by law, we exclude all liability for loss or damage arising out of or in connection with your use of the Practical Guide and Data Appendix (or any part of it) for any reason except where caused by our negligence, fraud, misrepresentation or fraudulent misrepresentation. Nothing in these Terms of Use will exclude or limit our liability for death or personal injury caused by our negligence.

**5.3** You acknowledge that we will have no liability for any indirect or consequential losses or damage you may suffer or incur (including any loss of savings you expect to make, loss of business or business opportunity, or loss of profit or revenue) arising from your use of the Practical Guide and Data Appendix.

**5.4** Sport England (and any of its affiliates) shall have no liability of any nature under these Terms.

#### **6. Termination**

**6.1** The rights granted to you under these Terms will terminate automatically upon a breach by you of any of these Terms.

**6.2** We may, in our absolute and sole discretion, at any time terminate your rights under these Terms and/or cease to make available the Practical Guide and Data Appendix for you, including without limitation where:

(a) you are in breach of these Terms;

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(b) Sport England decide to discontinue the Campaign;

(c) you undergo, or we reasonably believe that you have undergone or may undergo, any form of insolvency or event connected to an insolvency; or

(d) we determine (including without limitation on the basis of any information or notification that you provide or fail to provide pursuant to these Terms) that you are not suitable for the receipt of the Practical Guide and Data Appendix in accordance with the eligibility criteria for the Campaign from time to time; or

(e) we suspect that your primary purpose of receiving the Practical Guide and Data Appendix is not in line with the objectives of the Campaign or the Permitted Purpose.

**6.3** We will be entitled to terminate these Terms for any reason by providing notice to you.

**6.4** Termination of these Terms will be without prejudice to any existing rights and/or claims that we may have against you, and will not relieve you from fulfilling the obligations accrued prior to such termination.

**6.5** You acknowledge that we will have no liability arising out of any alleged wrongful termination of these Terms. You hereby waive any claim or cause of action arising out of any termination of these Terms and you release us, our affiliates and our respective officers, employees and agents from any and all such claims and causes of action.

**6.6** On termination of these Terms:

(a) you will immediately cease all use of the Practical Guide and Data Appendix, including all copies of the Practical Guide and Data Appendix, whether or not you have incorporated your own text and/or images and destroy or upon our request return to us all such materials containing the Practical Guide and Data Appendix in your possession or control; and

(b) all rights granted to you under these Terms or however acquired and any goodwill associated therewith shall revert and enure to us.

## **7. General**

**7.1** If we process any data under these Terms we will do so in accordance with our [Privacy Policy](#), which can be found on our website. By agreeing to these Terms you also agree to be bound by the terms of our Privacy Policy.

**7.2** If any provision of these Terms is held to be illegal, invalid or unenforceable in whole or in part the remainder of these Terms will continue to be valid and enforceable.

**7.3** No failure or delay in exercising rights under these Terms shall operate as a waiver of such rights.

**7.4** These Terms express the entire agreement between us and you.

**7.5** These Terms do not make either party the agent of the other nor does it create a partnership or joint venture between the parties.

**7.6** We reserve the right to amend these Terms (including introducing new terms in the future and removing and/or replacing the Practical Guide and Data Appendix or any part of it) from time to time without notice to you. The amended Terms of Use will be effective from the date it is posted on the website. **Your continued use of the Practical Guide and Data Appendix (or any part of it) will constitute your acceptance of the amended Terms of Use.** Therefore, please review the Website (and these Terms of Use in particular) on a regular basis.

**7.7** These Terms and all non-contractual disputes arising in connection with these Terms shall be governed by and construed according to English law and be subject to the exclusive jurisdiction of the English Courts.