



Terms & Conditions

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

By accessing any of the pages on the Kent Netball 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.

1. Introduction

- 1.1** This site is owned and operated by Kent Netball. References to “we”, “us” and “our” should be construed as references to Kent Netball.
- 1.2** 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.

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 Kent Netball 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 Kent Netball's prior written consent, except as stated at 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 Kent Netball.
- 2.5** The names, images and logos identifying Kent Netball, 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:

- 3.1** 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;
- 3.2** in any manner which could damage, disable, overburden, or impair the site;
- 3.3** to make available personal data about any person other than yourself;
- 3.4** to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the site;
- 3.5** to impersonate any other person or entity or to provide inaccurate information;
- 3.6** 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;
- 3.7** 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;
- 3.8** 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;
- 3.9** to create a database (electronic or otherwise) that includes Content;
- 3.10** to transmit or re-circulate any Content to any third party;
- 3.11** 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
- 3.12** in any way that might bring Kent Netball, it's 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 Kent Netball /the site you are granting Kent Netball 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 Kent Netball /the site you agree that Kent Netball 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 Kent Netball /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 Kent Netball the rights set out above, do not submit contributions to the site.

- 4.5** Kent Netball shall have the unrestricted right to post on to the site some or all of any messages or suggestions that you submit to Kent Netball /the site or to choose not to do so. If Kent Netball 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 Kent Netball /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. Kent Netball 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 Kent Netball by email using this address: dcox@kentnetball.co.uk. Kent Netball 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 Kent Netball 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. Kent Netball makes no representations about the reliability, availability, timeliness and accuracy of the Content. Kent Netball 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"). Kent Netball 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. Kent Netball 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 Kent Netball 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. Kent Netball does not exclude its liability for death and personal injury caused by its negligence.

7. Privacy Statement

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

8. Changes To These Terms and Amendments to Content

- 8.1** Kent Netball 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, Kent Netball 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. Kent Netball will not be responsible for any error or inaccuracy in advertising material.

10. Competitions and Prizes

From time to time Kent Netball 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. Contacting Kent Netball

If you need to contact Kent Netball about these Terms & Conditions you may do so by post using the address given above or by email using this address dcox@kentnetball.co.uk.

13. General

- 13.1** 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.
- 13.2** 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.