

# TERMS AND CONDITIONS for the British Aikido Board Website

This Web site at <a href="https://www.bab.org.uk">www.bab.org.uk</a> (the 'site') is owned and operated by The British Aikido Board (BAB).

The BAB can be contacted by mail at:

BAB Secretary, 6 Halkingcroft, Langley, Slough, Berkshire, SL3 7AT.

The BAB was established in 1977. It is recognised by Sport England as the governing body for Aikido in the United Kingdom. The constituted purpose of the British Aikido Board is to further the advancement of all styles of Aikido in the United Kingdom and to establish and monitor standards of safety and behaviour conducive to the safety of practitioners of Aikido. The Board acts as an agent for insurance which is compulsory for both students and instructors. It also promotes a nationally recognised coaching scheme and is dedicated to guiding the development and implementation of a nationally recognised coaching system in conjunction with Sports Coach UK.

The Board controls the administration of insurance and coaching and promotes a code of conduct and other rules to ensure control and regulation; it also frames future policy and direction based on changing circumstances and legislation arising both in the UK and through the European Community.

The terms and conditions set out below (the 'Terms') shall apply to all users of the site. The terms 'you', 'your' and 'user' refer to any individual and/or business accessing this site for any reason. References to 'we', 'us' and 'our' are references to BAB.

# **Important Notice to all Users**

The Terms & Conditions under which you may use the site appear below. By using this site you are deemed to have read and accepted the Terms. We reserve the right to change these Terms & Conditions, the Privacy Policy, Data Protection Policy and/or any content on the site without notice. You should visit this page regularly to review any updates to the Terms & Conditions because they govern how you are entitled to use the site.

## **Data Protection**

We are registered with the Information Commissioners' Office. Our use of personal information supplied by you when you use this site is governed by our Privacy Policy and Data Protection Policy which can be found on the site, and which you are advised to read.

#### **Use of Material**

All copyright, trade marks and all other intellectual property rights in or relating to the site are and shall remain our property or, where applicable, are reproduced with the permission

of the rights' owner, such as content suppliers, Partners and/or users. You may browse the contents, use any facilities and download a single copy of any material on the site to the extent that it is expressly made available to you, but this is solely for your own personal use and you must not remove any copyright or trade mark notices. You may not modify, reproduce, display, distribute or sell any such material for any commercial or business purpose, without our prior written permission. Entry and registration forms and event information sheets may be freely copied.

## **Site Security**

You must not interfere or attempt to interfere with our site, host or network and/or that of any user in any way other than as specifically authorised, including, without limitation, submitting a virus to the site, overloading the site and sending unsolicited postings. Any breach of this provision will be considered a serious breach of the Terms, and will entitle us to immediately terminate your access to the site. It is your responsibility to use suitable antivirus software on any material that you may download/upload from or to the BAB site and to ensure the compatibility of such software with your equipment, and we are not liable for any damage, which may result from your failure to do so. You are prohibited from using or attempting to use any device that will access data or accounts, or decipher, disassemble or re-engineer any of the software used by the site, other than acknowledged third party Web browsers (such as Microsoft Internet Explorer, Chrome or Netscape Navigator). Any breach of this provision will be considered a serious breach of the Terms, and will entitle us to immediately terminate your access to the site.

# **User Registration, Information and Passwords**

When you register with BAB to access the BAB members area, you will be asked to supply certain information including a valid e-mail address and you must provide ww.bab.org.uk with accurate and complete registration information. Each registration entitles a single user only to use the site. Use of information we obtain from your registration is governed by our Privacy Policy. It is your responsibility to inform us as soon as practicable of any changes to information that you have submitted to the site which renders it inaccurate or misleading, and further details of how to do this are set out in the Privacy Policy. You are responsible for the security and confidentiality of your information and any password whether supplied by us or by you. The password must not be disclosed to any third parties. You are responsible for all uses of your account or password whether authorised by you or not. You agree to inform us, by e-mail at webmaster@bab.org.uk, of any unauthorised use of your account or password as soon as you discover any such misuse or potential misuse.

## Liability

You agree and acknowledge that to the fullest extent permitted by law, and in view of the numerous sources from which we obtain content for the site, the impracticality of verifying the sources, and the nature of electronic distribution, that: We are providing the site on an 'as is', 'with all faults' basis and we make no representations or warranties of any kind with respect to:

- 1) The site and content contained on the site:
- 2) The condition, quality, performance, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses of the site;
- 3) Your ability to use the site or that it will be available in its current or any other format; and

The truth, accuracy, or completeness of any material on the site. We are not responsible or liable to you for any loss of content, information or material that you upload or download or transmit through the site. We will not be responsible or liable to you or any third party for any modification, suspension of or discontinuance of the site, It is your decision, where applicable, to use, post, submit, remove or alter information and material on, to or from the site and we are not responsible or liable for any loss or damage incurred by you or any third party as a result of your doing or failing to do the same. We exclude all liability of any kind including for invasion of privacy, defamation, negligence or intellectual property right infringement, for the transmission or reception of information or material of whatever nature by, about or to you. All warranties, conditions, undertakings, representations and terms whether express or implied are disclaimed. Except for liability for death or personal injury arising out of negligence, we hereby disclaim and exclude all liability (whether in tort, contract, equity or otherwise) for any loss or damage whatsoever and howsoever incurred (including any consequential, special, secondary or indirect loss or damage or any damage to goodwill or profits or any loss of anticipated earnings incurred by you) to the fullest extent permitted by law. This includes liabilities arising out of or in relation to or in connection with: your access to or use of or inability to use the site; with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure; or any content or material appearing on the site or from any action or decision taken as a result of using this site even if we or our employees, officers or agents are advised of the possibility of such damages, losses or expenses.

### Links

The site may contain links to other sites we believe you may be interested in. You acknowledge that we are not responsible for and have no control over the content or material of such sites, the operators of which do not necessarily have any association with us. Any dealings whatsoever between you and a third party accessed on or via the site (including Partners and suppliers) are solely between you and that third party, and you agree not to hold us liable for any loss or damage of any kind incurred as the result of such dealings. This provision shall only operate to the extent permitted by law.

#### **Notices**

Any notice to be given under these Terms by either party to the other shall be deemed to be served: in the case of us communicating with you, twelve hours after we send an e-mail to the e-mail address specified by you during registration or any changed e-mail address subsequently notified to us; and in the case of you communicating with us, twelve hours after an email is sent to webmaster@bab.org.uk

#### Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales and all disputes arising in connection with them shall be submitted to the exclusive jurisdiction of the English Courts.