Logos and Branding Toolkit Terms of Use

**These Terms of Use sets out the basis on which we make the Logos and Branding Toolkit available to you. The Logos and Branding Toolkit consists of the Logos**

If you are an individual, organisation, club or other sporting body in England who has been awarded funding from Sport England (“**Funding Recipient**”), then you can visit our website at <https://www.sportengland.org/logosandbranding> ("**Website**") and access the Logos and Branding Toolkit.

**Please read the terms and conditions of these Terms of Use carefully before accessing the Logos and Branding Toolkit and downloading the Logos.** Access to the Logos and Branding Toolkit is strictly conditional on your agreement to all the terms and conditions contained in these Terms of Use.

By accessing the Logos and Branding Toolkit and downloading the Logos, you accept and agree to be bound by the terms and conditions of these Terms of Use. If you do not agree to the terms and conditions of these Terms of Use you should not download the Logos. Any use of the Logos other than as authorised under these Terms of Use or permitted by copyright and trade mark law is prohibited.

1. We reserve the right to amend these Terms of Use (including introducing new terms in the future and removing and/or replacing the Images from time to time without notice to you. The amended Terms of Use will be effective from the date that they are posted on the Website. Your continued use of the Logos and Branding Toolkit (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. Definitions and Interpretation
   1. Unless the context otherwise requires, capitalised terms shall have the meaning as set out below:

“**Brand Guidelines**” our brand guidelines as amended, supplemented or otherwise modified by us from time to time, which are available for download on our Website under <https://www.sportengland.org/logosandbranding>;

* 1. "**Copyright Notice**"‘© 2019 Sport England. All Rights Reserved’;
  2. “**Intellectual Property Rights**” all copyright, database rights, design rights, registered designs, trade marks, 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 unregistered or registered and including application for registration of any of them relating to the Logos and Branding Toolkit (or any part of it), including any translations;
  3. “**Logos**” the “Sport England” logo and the "National Lottery" logo;
  4. “**Logos and Branding Toolkit**” the Sport England Toolkit Physical Materials, the Logos and Brand Guidelines;
  5. “**Logos and Branding Toolkit Physical Materials**” such physical materials, that are made available by us for download on the Website, which may include but are not limited to images featuring the Logos, template letters, social media graphics and tips and which you can download from the Website for your use;
  6. “**Terms of Use**” these terms of use, as amended, supplemented or otherwise modified by us from time to time;

1. "**Toolkit Permitted Purpose**" to promote sport and physical activity in England by:
   * + - 1. using, exhibiting and distributing the Logos and Branding Toolkit at your premises and at events organised by you in England, including the right to add your organisation's name, contact details and details of your organisation's sports facilities and services (but not any merchandise, products or other goods); and
         2. using and exhibiting the Logos on your official website, on your official social media pages, at events organised by you in England and on promotional materials prepared by you for distribution at your premises and at events organised by you in England solely in accordance with the Brand Guidelines and the funding agreement between yourself and us;
   1. “**we**”, “**us**”, “**our**” The English Sports Council, 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;
   2. “**Website**” [www.sportengland.org](http://www.sportengland.org); and
   3. “**you**”, “**your(s)**” an individual, organisation, club or other sporting body in England who has been awarded funding from Sport England (also known as a Funding Recipient) and who wishes to access the Logos and Branding Toolkit.
   4. The headings in these Terms of Use are for convenience only and do not affect their interpretation.
   5. In these Terms of Use, the words “include”, “includes”, “including” and “such as” are to be construed as if they were immediately followed by the words “without limitation”.
   6. In these Terms of Use, unless the context clearly indicates another intention, a reference to:
      * 1. any gender includes other genders and the singular includes the plural and vice versa;
        2. a clause or party is a reference to a clause of or party to these Terms of Use;
        3. obligations undertaken by more than a single person or company are joint and several obligations; and
        4. any reference to a person shall include natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.
2. You
   1. You warrant that:
      * 1. you are an individual resident in England or organisation, club or other sporting body established in England;
        2. if you are an individual, of legal age and capable of entering into a legally binding contract in England;
        3. you will comply with all applicable laws in connection with your access to and use of the Logos and Branding Toolkit.
3. Use of the Logos and Logos and Branding Toolkit
   1. **PLEASE NOTE THAT YOU MAY ONLY USE THE LOGOS AND BRANDING TOOLKIT IF YOU ARE A FUNDING RECIPIENT AND HAVE BEEN GRANTED SPORT ENGLAND FUNDING**
   2. If you are a Funding Recipient, you will have the right to use the Logos and Branding Toolkit for the Toolkit Permitted Purpose.
   3. For the avoidance of doubt, we do not grant you any rights whatsoever:
      * 1. to use extracts from the Logos and Branding Toolkit for any purpose; and/or
        2. to edit, adapt, modify and/or amend the Logos and Branding Toolkit for any purpose, except for the specific rights detailed in the Toolkit Permitted Purpose; and/or
        3. to use, copy, edit, adapt, modify, amend, incorporate, publish, distribute, communicate to the public, broadcast and/or exhibit the Logos for any purpose, except in accordance with the Brand Guidelines and the funding agreement between yourself and us.
   4. You hereby agree that:
      * 1. you shall not use the Logos (or any part thereof) for any use, event or purpose (whether directly or indirectly) which:
           1. violates or infringes in any way upon the rights of others, 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;
           2. may mislead the public, or may be materially detrimental to or inconsistent with our good name, goodwill, reputation and image;
           3. would impair our rights in the Logos (or any part thereof);
           4. is commercial in nature (i.e. promoting any merchandise, products or other goods and/or services);
           5. is promotional, except for the specific rights detailed in the Toolkit Permitted Purpose;
           6. is in any way affiliated to or sponsored by any company, organisations, persons, sponsors and/or media partners that contravene the general objective of Sport England, including without limitation manufacturers, suppliers and retailers of alcohol, cigarette and other tobacco products, carbonated soft drinks, fast food, food or drink supplements and drugs;
        2. you shall at all times (notwithstanding the termination of these Terms of Use) 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 of Use.
   5. In addition to the general restrictions set out in Clause 3.3 which shall also apply to the use of the Logos and Logos and Branding Toolkit Physical Materials, you further hereby agree that you shall not amend, adapt, use or position the Logos and Logos and Branding Toolkit Physical Materials (or any part of it) so as to suggest that we, you or any of the persons appearing in the Brand Tool-Kit Physical Materials endorse any commercial product or service or any political party or belief without our prior approval in writing.
   6. When you exercise your right to add your organisation's name, contact details and details of your organisation's sports facilities and services (but not any merchandise, products or other goods) in the relevant Logos and Branding Toolkit Physical Materials or you exercise the additional right to upload your own image(s) into the relevant Logos and Branding Toolkit Physical Materials, you hereby agree that:
      * 1. in the event that you use your own image(s) in such revised Logos and Branding Toolkit Physical Materials:
           1. your image(s) are your own original work and that you are the sole creator, author and owner of your image(s);
           2. that you have the right to use your image(s) in accordance with the Toolkit Permitted Purpose;
           3. that you have obtained all necessary consents from any persons that appear in your image(s) to use it/them in accordance with the Toolkit Permitted Purpose and you shall hold and on our request supply copies of all such consents, permissions, confirmations and releases;
        2. your image(s) and any text that you incorporate into such revised Logos and Branding Toolkit Physical Materials do not contain any content which violates or infringes upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct or is conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any applicable law; and
        3. your image(s) and any text that you incorporate into such revised Logos and Branding Toolkit Physical Materials do not infringe any law or any third-party rights, for example any trade mark or copyright or otherwise violates anyone's right of privacy or publicity.
   7. For the avoidance of doubt, we do not grant you any rights whatsoever to use, copy, edit, adapt, modify, amend, incorporate, publish, distribute, communicate to the public, broadcast and/or exhibit the Logos for any purpose, unless you have been granted Sport England funding.
4. Intellectual Property Rights
   1. As between you and us, we are the legal and beneficial owner of the Logos and Branding Toolkit (including any of its content) and all Intellectual Property Rights in the Logos and Branding Toolkit.
   2. You agree that these Terms of Use does not give you any ownership, claim, right, title or interest in or to the Logos and Branding Toolkit (or any part of it) except the rights of use as are specifically set out in these Terms of Use 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 in the Logo and Branding Toolkit as a result of your use pursuant to these Terms of Use on our behalf and for our benefit.
   3. Please note that you are only permitted to amend or adapt the Logos, which includes making any changes to the size, font or colour of the Logos, in a manner which is approved by the Brand Guidelines. For the avoidance of doubt, we reserve the right to terminate these Terms of Use if your display or use of the Logos does not comply with the Brand Guidelines.
   4. All uses of the Logos must be displayed and used by you in accordance with our Brand Guidelines accompanied by clear marking to show that the Intellectual Property Rights in the Logos are owned by us, our affiliates or licensors and are being used with our permission.
   5. You are not in any circumstances whatsoever permitted to include any third party (whether commercial or non-commercial) brands or logos in any materials and/or content downloaded by you from the Website without the prior written consent of Sport England.
5. Protection of the Logos and Branding Toolkit and Intellectual Property Rights
   1. You shall not apply to register or pursue registrations of the Logos and Branding Toolkit (or any part of it) or any Intellectual Property Rights in your own name.
   2. You shall notify us in writing of any infringements or misuses of the Logos and Branding Toolkit (or any part of it) by:
      * 1. third parties; and
        2. yourself or any members of your organisation
6. as soon as you become aware of such infringements or misuses.
   1. We have the sole right to determine whether any action shall be taken on account of all proceedings relating to the Logos and Branding Toolkit (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 Logos and Branding Toolkit (or any part of it) and/or the Intellectual Property Right or any other claim or counterclaim brought or threatened in respect of the use of the Logos and Branding Toolkit (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 Logos and Branding Toolkit (or any part of it) and/or the Intellectual Property Rights if we in our sole discretion decide not to do so.
   2. 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.
7. Limitation Of Liability
   1. We do not warrant that the use of the Logos and Branding Toolkit 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.
   2. Our only responsibilities with respect to the Logos and Branding Toolkit 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 Logos and Branding Toolkit (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.
   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 Logos and Branding Toolkit. You hereby waive any claim or cause of action arising out of any termination of these Terms of Use and you release us, and our affiliates and our respective officers, employees and agents from any and all such claims and causes of action.
8. Termination
   1. The rights granted to you under these Terms of Use shall expire on the end date of your funding award from Sport England.
   2. However, we may, in our absolute and sole discretion, at any time terminate your rights under these Terms of Use and/or cease to make available the Logos and Branding Toolkit (or parts thereof) to you, including without limitation where:
      * 1. you are in breach of the terms of these Terms of Use;
        2. we decide to no longer make the Logos and Branding Toolkit available to the public;
        3. you undergo, or we reasonably believe that you have undergone or may undergo, any form of insolvency (if you are a corporate body) or bankruptcy (if you are an individual) or an event connected to an insolvency or bankruptcy (as the case may be); or
        4. we suspect that your primary purpose of accessing the Logos and Branding Toolkit is not in line with the general objectives of Sport England.
   3. We will be entitled to terminate these Terms of Use for any reason on notice set out on the Website.
   4. Termination of these Terms of Use 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.
   5. You acknowledge that we will have no liability arising out of any alleged wrongful termination of these Terms of Use. You hereby waive any claim or cause of action arising out of any termination of these Terms of Use and you release us, our affiliates and our respective officers, employees and agents from any and all such claims and causes of action.
   6. On termination of these Terms of Use:
      * 1. you will immediately cease all use of the Logos and Branding Toolkit (or any parts thereof), including all copies of Logos and Sport England Logo and Logos and Branding Toolkit Physical Materials, and destroy or upon our request return to us all such materials in your possession or control; and
        2. all rights granted to you under these Terms of Use or however acquired and any goodwill associated therewith shall revert back and inure to us.
9. General
   1. If any provision of these Terms of Use is held to be illegal, invalid or unenforceable in whole or in part the remainder of these Terms of Use will continue to be valid and enforceable.
   2. No failure or delay in exercising rights under these Terms of Use shall operate as a waiver of such rights.
   3. These Terms of Use does not make either party the agent of the other nor does it create a partnership or joint venture between the parties.
   4. These Terms of Use expresses the entire agreement between us and you.
   5. These Terms of Use is personal to you and you will have no right to assign, novate or otherwise transfer any of your rights, obligations and liabilities under these Terms of Use.
   6. We may assign, novate or otherwise transfer all of its rights, obligations and liabilities under these Terms of Use to a successor body to us or to any successor distributor of National Lottery funding, and you will consent to any such assignment, novation or other transfer without delay. These Terms of Use and all non-contractual disputes arising in connection with the Logos and Branding Toolkit shall be governed by and construed according to English law and be subject to the exclusive jurisdiction of the English Courts.