



# TERMS AND CONDITIONS

## 1. DEFINITIONS

In these conditions:

**Database** means the directory database of Health Professionals which you can obtain access to by using the Website and the database of information you provide to us;

**Health Professional** means any health practitioner who is listed as such on the Website;

**User** or **you** means any person who uses the Website, including those who book an appointment using the Website but excluding the Health Professionals whose arrangement with us is governed by the "Health Professionals Conditions for Registration;"

**Return2play.org.uk** or **Website** means the website currently located at the URL [www.return2play.org.uk](http://www.return2play.org.uk) or any similar such Website which is owned and operated by us and any other website we may own or run from time to time that links through to these conditions; and

**Return2Play, we, our** or **us** means Return2Play Ltd, a company registered in England and Wales. Our company registration number is 09616661 and our registered office is at Bryden Johnson, Lower Coombe Street, Croydon CR0 1AA. Our registered VAT number is 224 8525 09.

## 2. INTRODUCTION

2.1. Return2play.org.uk allows your (or your child's) playing status to be shared with those who you wish to see it. It allows you to record injuries, log symptoms and search for Health Professionals and arrange appointment bookings with Health Professionals. It allows details of your (or your child's) recovery to be



shared with those who you choose to be able to see it. It also allows you to assist in the gathering of anonymised data on injuries for future research.

2.2. If you log-on to or use any part of the Website you agree to these conditions. If you do not want to agree to these conditions, do not log on to or use this Website.

2.3. We may change these conditions at any time without giving you express notice. Please check these conditions from time to time for any changes. By continuing to use the Website you agree to all the changes we make to these conditions.

### **3. LINKING WITH ORGANISATIONS**

3.1. By linking accounts with organisations under the “My Teams” tab on your profile you understand that this will allow that organisation to see personal information including, where recorded, injury details. It allows that organisation to record injuries relating to you, or your child, and be informed of new injuries if sustained elsewhere.

3.2 Links with organisations can be removed at any time. If you choose to do this, you understand that that organisation can no longer see personal information. The organisation can not record injuries related to you and would not be informed of injuries sustained elsewhere. You understand that this could mean you, or your child, is at risk of not receiving the appropriate care.

### **4. ARRANGEMENTS WITH HEALTH PROFESSIONALS**

**4.1. Any contract for the provision of medical advice, assistance or procedure with any Health Professional listed on the Website is made directly between you and the Health Professional and we are not a party to that contract.** In recognition of this, you acknowledge that any claim you may have that is in any way connected with a dispute you have with or a complaint against a Health Professional must be brought directly against that Health Professional and not against us.



4.2. We make no claims as to the quality, safety or legality of any of the Health Professionals listed. While we require the Health Professional to ensure the listing is truthful and accurate, we make no representations or warranties regarding any of the Health Professionals and cannot confirm the accuracy of the listings or their content. We do not own, inspect or provide content for any of the Health Professionals listed on our website.

4.3 It is the sole responsibility of the Health Professional to be eligible and capable of providing the appropriate medical advice, assistance or procedure.

4.4. You remain liable for any fees or costs or other liabilities that you incur with a Health Professional which go beyond the services we arrange.

4.5. Please be aware that:

4.5.1. you use the Website at your own risk;

4.5.2. you should make sure you are satisfied with the exact type and nature of the services being offered by the Health Professionals you search for using the Website. We also recommend that you check the qualifications of the Health Professionals;

4.5.3. you should not rely on the Website or communication from us for advice. You must always seek professional medical advice. In an emergency always telephone the emergency services; and

4.5.4. we cannot guarantee the accuracy of the results of any search made via the Website search tool.

## **5. WEBSITE**

5.1. We provide the Website and we own a wide range of intellectual property rights used in and relating to this Website, including, but not exclusively:

4.1.1 each of the trademarks "Return2Play" and related logos;



5.1.2 the Database;

5.1.3 the design, text, graphics, articles, blogs and other content of the web pages on this Website, together with all the web addresses associated with those web pages, other than those which we use under licence; and

5.1.4 all the software used in relation to this Website, other than that which we use under licence.

5.2 the Website will only work if JavaScript is enabled on the User's browser

5.3. We may limit your access to some parts of the Website depending on whether you have registered with us. You should not tell other people your log-in, password or any other piece of information that is part of our security procedures. We take steps to prevent people misusing the Website and to make sure that our rights are not affected. You are responsible for the content of any material provided using your log-in details and password. You will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you. You must notify us immediately if your log-in details and/or password are used without your permission. We have the right to disable your account if, in our absolute discretion, we decide that you have failed to comply with these conditions, including if (in our sole discretion) your display name is inappropriate in any way.

5.4. Without prejudice to your other rights and obligations, you represent, warrant and undertake that:

5.4.1. you are 16 years of age or older in order to register for an account and contribute to our Website; and

5.4.2. possess the legal authority to enter into this agreement and to use the Website in accordance with all terms and conditions herein.

5.4. You cannot use the Website:

5.5.1. for any unlawful purpose;



5.5.2. to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to Return2Play or otherwise breaches any laws;

5.5.3. to transmit material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

5.5.4. to interfere with any other User's use or enjoyment of the Website;

5.5.5. to attempt to clinically diagnose yourself;

5.5.6. to prescribe treatments to other Users;

5.5.7. to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;

5.5.8. to provide any kind of commercial information service;

5.5.9. as a source of material or contact data for any kind of marketing activity;

5.5.10. to tamper with, update or change any part of the Website;

5.5.11. in a way that affects how it is run;

5.5.12. in a way that imposes an unreasonable or disproportionately large burden on Return2Play's communications and technical systems as determined by us; or

5.5.13. using any automated means to monitor or copy the Website or its content, or to interfere with or attempt to interfere with how the Website works.

5.6. Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.



## **6. MATERIAL PROVIDED TO RETURN2PLAY**

6.1. If you provide any material to the Website (such as, by posting a review, posting a Health Professional rating, posting feedback), you grant us permission, irrevocably and free of charge, to use such material in any way we want on any website or otherwise (including altering and adapting it for operational or editorial reasons) in any media worldwide, which may include syndicating the material to selected third party social media and networking sites.

6.2. After posting or emailing your material to the Website, you continue to own that material, and you continue to have the right to use your material in any way you choose.

6.3. Please think carefully about any information you post on the Website, as it will be available for public viewing. We do not edit, pre-vet or review or control any third party material displayed on the Website, the user reviews posted to or distributed on the Website including through any chat rooms, bulletin boards or other communications forums, and we will not be in any way responsible or liable for such User reviews, although we may run an automated scan for inappropriate content or expletives.

6.4. If you consider any of the content of any reviews, ratings or any other material posted on the Website by any User to be offensive, discriminatory, defamatory or libelous or otherwise inappropriate, please notify us of such content by sending us details of the content you consider to be inappropriate and the reason why you consider such content to be inappropriate.

6.5. Upon receipt of notification that any content is considered to be inappropriate, we will review such content and, in our sole discretion, shall decide whether to remove such content from the Website, which we may do.

6.6. The Website may provide a platform for dialogue between Users. Other than as stated in these conditions, we do not review or control the information made available by Users on the Website. No content on the Website should be taken to be advice by us or to reflect the views or opinions of Return2Play. Return2Play



makes no warranties or representations of any kind as to the accuracy, completeness, reliability or legality of information or opinions contained or expressed within the Website.

6.7. We are not in any way responsible or liable for User reviews or your reliance on any other User reviews.

6.8. By providing any material to the Website, and for us to be able to use it, you confirm you and the material comply with all obligations set out in these conditions, and in particular that:

6.8.1. your material is your own original work or you are authorised to provide it to the Website;

6.8.2. all information supplied by you on this Website is true, accurate, current and complete;

6.8.3. you are solely responsible for your material and use this Website at your own risk;

6.8.4. your material is not defamatory (that is, it does not damage someone's good reputation), does not contain any material which is harassing, threatening, obscene, offensive, hateful, abusive or inflammatory;

6.8.5. your material does not take away or affect any other person's privacy rights, contract rights or any other rights, and does not otherwise break any laws of England and Wales;

6.8.6. you have the right to give us permission to use it for all purposes specified above and that such use will not infringe the copyright, database right, trade mark, privacy or other rights of a third party;

6.8.7. your material is not in any way liable to mislead others or otherwise be detrimental to or inconsistent with our good name or reputation;



6.8.8. as far as you are aware, your material does not contain any virus (including trojans, worms, logic bombs) or other code that may damage, interfere with or otherwise adversely affect the operation of the Website;

6.8.9. if your material is intended to promote your own business or services, you will clearly and openly state your association with the particular business;

6.8.10. you will not falsify or delete any author attributions, legal or other proprietary notices, designations or labels;

6.8.11. your material is not patently offensive, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

6.8.12. your material does not contain private information of any third party, including, without limitation, surname (family name) addresses, phone numbers, email addresses and credit card numbers; and

6.8.13. your material does not contain any form of mass-mailing or spam.

5.9. You acknowledge that we do not have a duty to publish any material you provide. Health Professionals can opt out from User reviews of their service being displayed. If this is the case then all their reviews will be hidden. For the avoidance of doubt, Health Professionals cannot pick and choose which reviews are shown; reviews are either all shown or all hidden.

6.10. We have the right to:

6.10.1 withdraw or amend the service we provide on the Website without notice at any time;

6.10.2 reject or refuse to post any material you provide;

6.10.3 remove any material from the Website, whether or not the material goes against any of these conditions; or



6.10.4 restrict, suspend or stop your access to all or any part of the Website at any time.

6.11. We will usually display your name or user name with any material you provide for publication on the Website. We may need to contact you for administrative purposes or to make checks on your material. For full details of when and how we may contact you, please see our Privacy Policy.

6.12. If you do not want to grant us the permission set out above on these terms, please do not provide any material to the Website.

## **7. LIMITATION OF LIABILITY**

7.1. You acknowledge and agree that computer and telecommunications systems are not uninterrupted or fault free and we do not make any representation or warranty in relation to such systems. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrading may be required and we cannot therefore guarantee uninterrupted provision of the Website. We will take all commercially reasonable steps to minimise any such periods of interruption or non-availability.

7.2. Nothing in these conditions shall limit or exclude liability in respect of death or personal injury caused by our negligence, or fraudulent misrepresentation, or that of our staff or agents. We are not responsible for any Health Professional, nor is any Health Professional our agent.

7.3. Save as provided in this condition 7, we shall not be liable for any of the following losses or damage (whether arising in contract, tort (including negligence) strict liability, or otherwise, and whether such losses or damage were foreseen, foreseeable, known or otherwise):

7.3.1. loss of revenue;

7.3.2. loss of actual or anticipated profits (including for loss of profits on contracts);



7.3.3. loss of anticipated savings;

7.3.4. loss of business;

7.3.5. loss of opportunity;

7.3.6. loss of goodwill;

7.3.7. loss of reputation;

7.3.8. loss of, damage to or corruption of data or software;

7.3.9. wasted expenditure; or

7.3.10. any indirect or consequential loss or damage.

7.4. If we do not keep to these conditions, we will only be liable for losses you have suffered as a direct result. We are not liable to you for any other loss (whether they are because we have not kept to our obligations or contract, because of something we have not done, due to defamatory statements or liability for a product or otherwise) as a result of:

7.4.1. using or relying on the Website;

7.4.2. not being able to use the Website;

7.4.3. any mistake, fault, failure to do something, missing information, or virus on the Website or if it does not work properly because of incidents outside of our control such as (but not limited to) interruptions to communication and networks and circumstances beyond our control;

7.4.4. theft, destruction of information or someone getting access to our records, programs or services without our permission;

7.4.5. goods, products, services or information received through or advertised on the Website or any links provided by the Website; or



7.4.6. any information, data, message or other material which you e-mail, post, upload, reproduce, send, or otherwise distribute or receive using the Website.

7.5. Save as provided in condition 7.2, our entire liability to any individual User under these conditions shall not exceed £150.

7.6. Although we will use reasonable endeavours to prevent intentional misuse of the Website and the dissemination of harmful programs via the Website, we will not be liable for any loss or damage caused by any intentional misuse of the Website or the distribution of viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site.

## **8. ENTIRE AGREEMENT**

These conditions make up the whole agreement between you and us in how you use the Website. If a court decides that a condition is not valid or enforceable, the rest of the conditions will still apply.

## **9. PRIVACY POLICY**

We process information about you in line with our Privacy Policy. By using the website, you agree to the way in which we process your personal information.

## **10. GOVERNING LAW AND JURISDICTION**

The laws of England and Wales apply to your use of the Website and these conditions. We control the Website from within the United Kingdom. However, you can get access to the Website from other places around the world. Although these places may have different laws from the laws of England and Wales, by using the Website you agree that the laws of England and Wales will apply to everything relating to you using the Website and you agree to keep to these laws. We have the right to take you to court in the country you live in.