



# 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;

## **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:

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

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

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

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

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

5.5.11. 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. LIMITATION OF LIABILITY**

6.1. 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.

6.2. 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.



6.3. 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):

6.3.1. loss of revenue;

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

6.3.3. loss of anticipated savings;

6.3.4. loss of business;

6.3.5. loss of opportunity;

6.3.6. loss of goodwill;

6.3.7. loss of reputation;

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

6.3.9. wasted expenditure; or

6.3.10. any indirect or consequential loss or damage.

6.4. 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:

6.4.1. using or relying on the Website;

6.4.2. not being able to use the Website;

6.4.3. 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;

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

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

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

6.5. 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.

## **7. 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.

## **8. 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.

## **9. 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.