

# HEALTH PROFESSIONALS CONDITIONS FOR REGISTRATION

Please read the following conditions carefully as these conditions form the basis of creating and maintaining your profile on [return2play.org.uk](http://return2play.org.uk).

## 1. DEFINITIONS

In these conditions:

**Content** means all content, including, without limitation, any and all of the text, graphics, images, logos and/or photographs, constituting or intended to be published in your Profile;

**Database** means an electronic database in which your Profile details are stored for the purposes of our providing the Website;

**Health Professional, you or your** means any individual health practitioner who has provided a Profile listing on the Website and is shown on the Website;

**IPR** means (a) all copyrights, patents, rights in trade marks, design rights, database rights, rights in know-how, trade secrets, rights in confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, renewal, extension, division or reissue, for any of these rights; (c) and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

**Profile** means the information submitted by you to us including the description of your practice and available appointments;

**User** means a person who uses [www.return2play.org.uk](http://www.return2play.org.uk)

**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 Users to see the playing status of those who have chosen to share that information with them. It allows Users to record injuries, log symptoms and search for Health Professionals and arrange appointment bookings with Health Professionals. It also allows Health Professionals and Users to assist in the gathering of anonymised data on injuries for future research.

2.2. By submitting your Profile to the Website you agree to be bound by these terms and conditions.

2.3. We may change these conditions at any time without giving you 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. ARRANGEMENTS WITH USERS

3.1. **Any contract for the provision of medical advice, assistance or procedure with any User made through or following use of the Website is made directly between a User 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 (or which is made against you) that is in any way connected with a dispute you have with a User must be brought directly against (or raised directly with) that User and not with or against us.

3.2. It is your sole responsibility to be capable of providing appropriate medical advice, assistance or procedures for which you have provided a Profile to us.

3.3 The User is (and we are not) liable for any fees or costs or other liabilities that are due to the Health Professional which go beyond the services we arrange.

## **4. YOUR PROFILE**

4.1. The Content provided in creating your Profile will be presented on the Website in our standard format which may be any format we may deem suitable from time to time.

4.2. In creating your Profile you must provide the following information:

4.2.1. the name of the Health Professional;

4.2.2. the General Medical Council registration number of the Health Professional;

4.2.3. confirmation you have undertaken relevant training in concussion management

4.3. We reserve the right, at our sole discretion, to suspend or terminate your Profile without notice to you.

## **5. WEBSITE AND WARRANTIES**

5.1. Without prejudice to your other rights and obligations, you represent, warrant and undertake throughout the period of publication of your Profile on the Website, that:

5.1.1. your Profile is truthful and accurate and reflects your capabilities in providing the goods or services listed in your Profile;

5.1.2. you are appropriately qualified and capable of providing the appropriate medical advice, assistance or procedure;

5.2. You grant to Return2Play, its agents and service providers, for the entire time your Profile appears on the Website, a worldwide, irrevocable, royalty free, fully paid up, transferable, non-exclusive licence (and right to sublicense) to copy,

reproduce, use, communicate to the public, publish, distribute, transmit, stream, download, adapt, modify and reformat all such IPR and Content for the purposes of:

5.2.1. providing and maintaining the Website;

5.2.2. displaying your Profile (whether in whole or in part) by any means, and across any media whether now known or invented after the date of publication of your Profile, in products, services and information provided by Return2Play; and

5.2.3. marketing, research and promotional activities.

5.3. The continued use of IPR and Content and any other data and copyright materials beyond these conditions shall not constitute an infringement or breach of contract where such use arises as a result of our continued use and supply of printed materials bearing the Profile.

5.4. We may:

5.4.1. disclose to such persons as we reasonably consider to be the owner of IPR in Content, your intention to use such IPR and you give irrevocable consent to such disclosure; and

5.4.2. ask you to provide us with suitable documentary evidence that will reasonably satisfy us of your entitlement to make use of the IPR, and to permit us to make use of such IPR, and you agree to provide such evidence upon request.

5.5. Nothing in these conditions provides for any transfer or assignment of ownership of any IPR.

5.6. We provide the Website and we legally own a wide range of intellectual property rights used in and relating to this Website, including:

5.6.1. each of the trade marks comprising and/or including the word "Return2Play" and all related logos;

5.6.2. the Database;

5.6.3. 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

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

5.7. You should not tell other people your log-in details, 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 any account if, in our absolute discretion, you have failed to comply with these conditions, including if your Profile name is inappropriate in any way.

5.8 The rights hereby granted shall also include the right to link your Profile to, or present it in conjunction with, other material.

## **6. REVIEWS**

6.1. Users may provide reviews in relation to the service provided by Health Professionals. Health Professionals may, at any time, choose whether User reviews are shown on their Profile. If a Health Professional opts out of reviews being shown, then no reviews will be displayed on their Profile; it is not possible to decide for some reviews to be displayed and for others to be hidden. Users may provide reviews even if the Health Professional has decided that reviews will not be displayed on their Profile and we will save (but not display) these reviews in accordance with these terms and conditions, the User terms and conditions of use of the website and, if applicable, our privacy policy.

6.2. We may run an automated scan for inappropriate content or expletives, but we do not edit, pre-vet or review or control any third party material displayed on

the Website, the User reviews or ratings 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.

6.3. 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. You will be able to respond to reviews posted on the Website.

6.4. 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.

6.5. If you provide any material to the Website (such as, by commenting on a review, commenting on a blog or uploading any other content), 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 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.

## **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 negligence, or fraudulent misrepresentation.

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. Save as provided in condition 7.2, our entire liability under these conditions shall not exceed £1,000.

7.5. All conditions and warranties stated in these conditions shall replace all other conditions, warranties or other terms that would otherwise be implied into or incorporated into these conditions, whether by statute, common law or otherwise, all of which shall be excluded to the maximum extent permitted by law (including, without limitation, the implied conditions, or warranties).

7.6. If we make an error in, or omission of or from, your Profile we will correct this as soon as reasonably practicable after being made aware of such error or omission.

7.7. Save as set out in these conditions, if we fail to comply with our obligations as a result of an event outside of our reasonable control, we will have no liability to you as a result of such failure. We will, where relevant, resume performance of our obligations affected by that event as soon as practicable.

7.8. We will not be in breach of these conditions, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control.

7.9. 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 misuse of our site or the distribution of viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material following your use of the Website.

## **8. INDEMNITIES**

You will at all times, on a several basis, and on demand fully indemnify us and keep us fully indemnified from and against any losses, and/or liabilities in relation to any proceedings, claims, demands, damages, fines, costs, expenses and charges, which are incurred or suffered by us or our employees or agents arising out of your conduct, including, but not limited to, any breach of these conditions and claims threatened or made against us arising as a result of non-compliance with any representations, warranties or obligations set out in these conditions.

## **9. GENERAL**

9.1. The headings of these conditions are for convenience only and shall not affect the interpretation.

9.2. Any communication to be given in connection with the matters contemplated by these conditions shall, except where expressly provided otherwise, be in writing and shall either be delivered by hand or sent by first class pre-paid recorded post (except that we may give such communications by email). Delivery by courier shall be regarded as delivery by hand. Any notices served under these conditions shall be deemed to have been served as follows:



9.2.1. if personally delivered to the registered office of one of the parties, on delivery;

9.2.2. if sent by first class pre-paid recorded post, 48 hours after the same was delivered to the postal authorities; and

9.2.3. if sent by email, when sent (unless an "undelivered" report is returned to the sender within 24 hours of sending).

9.3. Each party acknowledges that in agreeing to these conditions it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these conditions or not) other than as expressly set out in these conditions for which its sole remedy shall be for breach of these conditions under the terms of these conditions. Nothing in this condition shall, however, operate to limit or exclude any liability for fraud.

9.4. A person who is not a party to these conditions shall have no right under these conditions (Rights of Third Parties) Act 1999 to enforce any of its terms.

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

9.6. Reference to any statute or statutory provision includes reference to the statute or statutory provision as from time to time, amended, extended or re-enacted.

## 10. Ethical Standards

10.1. You shall make sure that your officers, employees, agents and service providers shall:

10.1.1. at all times comply with all anti-corruption laws applicable to you, including, without limitation the Bribery Act 2010; and

10.1.2. not, directly or indirectly offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are

the subject of the contract between you and us and/or to obtain any benefit for us which would violate any anti-corruption laws applicable to you or us.

10.2. If you become aware of any breach or suspected breach of this condition 10, you must notify us promptly. We may immediately suspend operation of the contract between you and us on written notice, pending investigation. You must assist us in any such investigation.

10.3. If, in our opinion, you have breached this condition 10:

10.3.1. we may immediately terminate the contract between you and us by giving you written notice; and

10.3.2. you shall indemnify us and hold us harmless on demand against any and all claims, demands, actions, proceedings, awards, compensation costs (including legal costs and disbursements on a full indemnity basis), expenses, damages, losses, fines, fees, costs and other liabilities of whatsoever nature brought against us arising out of or in connection with such breach.

## **11. 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.

## **12. 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 that you live in.