

England Basketball Terms and Conditions

Privacy and Data Protection Policy

The England Basketball website is maintained for your personal use and viewing. Access and use by you of this site constitutes acceptance by you of these Terms and Conditions that take effect from the first date of use. England Basketball reserves the right to change these terms and conditions at any time by posting changes online. England Basketball encourages users to establish hypertext links to this site.

England Basketball values the privacy of its registered users. This page explains our privacy and data-protection practices. Collecting personal information helps us to provide information and services that are valuable to members of England Basketball. It also helps us to develop new services and offers that meet your personal needs and tastes.

Every effort has been made to ensure the accuracy of the information contained in these pages. England Basketball, its servants or agents shall not at any time, in any circumstances, be held responsible or liable to any party in respect of any loss, damage or costs of any nature arising directly or indirectly from reliance placed on the material in these pages, or any other guidelines or policies issued by England Basketball. Visitors who rely on this information do so at their own risk.

All liability for loss, disappointment, negligence or other damage caused in the event of the bankruptcy or liquidation or cessation of trade of any company, individual or firm mentioned is hereby excluded.

Similarly no adverse inference should necessarily be drawn from the fact that any organisation or person or other information has been omitted from these pages, the content of the pages being determined in the sole discretion of England Basketball. England Basketball is not responsible for the content or reliability of linked web sites. Listing should not be taken as endorsement of any kind. We cannot guarantee that these links will work all of the time and we have no control over availability of pages.

Intellectual Property

The names, images, pictures and logos identifying England Basketball, are the proprietary marks of England Basketball. Copying our logos and/or any other third party logos accessed via this website is not permitted without prior approval from the relevant copyright owner.

Requests for permission to use our logo should be directed to info@englandbasketball.co.uk Tell us how and why you wish to use our logo. Please include your contact details, name, address, telephone number, fax number and email.

Hyperlinking to us at England Basketball

You do not have to ask permission to link directly to pages hosted on this site. We do not object to you linking directly to the information hosted on our site. However we do not permit use of our logo as a link without prior permission or our pages to be loaded into frames on your site. England Basketball's pages must load into the user's entire window.

Virus Protection Awareness

We make every effort to check and test material at all stages of production. It is always wise for you to run an anti-virus program on all material downloaded from the Internet. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website.

Privacy Statement

If you are a user with general public and anonymous access the England Basketball web site does not store or capture personal information, but merely logs the user's IP address that is automatically recognised by the web server. We do not use cookies for collecting user information and we will not collect any information about you except that required for system administration of our web server.

Data Protection

England Basketball is a privacy conscious organisation and is strongly committed to your right to privacy. That is why we have drafted a Data Protection Policy, which follows guidelines set out in the Data Protection Act 1998.

Data Protection Policy

England Basketball is committed to following the provisions of the Data Protection Act 1998. Accordingly all personal data must be processed fairly and lawfully in accordance with the Act and care taken to safeguard the confidentiality of personal data and to follow data protection good practice at all times.

This policy outlines the principles of the Act as they apply to England Basketball and aims to protect the interests of individuals and organisations that provide England Basketball with personal data or process data on its behalf.

The Principles of the Data Protection Act:

- Personal data shall be processed fairly and lawfully and shall not be processed unless certain conditions as specified in the Act are met.
- Personal data shall be obtained only for a lawful purpose and shall not be processed in any manner incompatible with that purpose.
- Personal data shall be adequate, relevant and not excessive in relation to the purpose for which it is processed.
- Personal data shall be accurate and, where necessary, kept up to date.
- Personal data shall not be kept for longer than is necessary for the purpose.
- Personal data shall be processed in accordance with the data subject's rights under the Act.
- Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Responsibilities of Staff and Management:

The management and staff of England Basketball are responsible for the processing of data in accordance with the Act and for upholding the principles outlined in this policy for the processing and maintenance of data regarding its members. All personnel are expected to observe data protection good practice at all times and to ensure that the personal data they make available for processing is kept accurate, up to date and secure.

Data Security:

All staff members are responsible for ensuring that any personal data that they possess regarding any other individual is kept securely and is not disclosed to any unauthorised third party.

Policy Breach:

Any breach of this policy will be treated seriously and may also constitute a breach of the Data Protection Act 1998. Any suspected breach of this policy will be dealt with by the Chief Executive and/or the Chair in accordance with England Basketball's Disciplinary Procedures.

Procedures:

To ensure that England Basketball complies with the principles set out in the Act the following steps should be followed:

- England Basketball will ensure that its name and address will be on all paperwork as appropriate and will identify the use to which any information requested will be put.
- Data held will be used responsibly and within the limits described in the Act.
- The type of data collected will be reviewed at least annually.
- Any error will be rectified as soon as possible after England Basketball becomes aware of it.
- Financial records are kept for seven years or as long as is dictated by the law.
- All computer-held personal or financial data is held on password protected computers with only the authorised users holding passwords.
- Personal, financial and child protection data held in paper form should be kept in locked cabinets and only accessed by authorised personnel.
- Data held on the England Basketball server is backed up on a regular basis and copies taken off site.
- England Basketball's offices are locked out of office hours and only authorised staff may gain entry.
- Paper data is stored within England Basketball's leased space at the English Institute of Sport in Sheffield and is destroyed when it is no longer required in line with the procedures for data held on the office system.

Individuals and organisations on which England Basketball holds information have the right to:

- Be informed upon request of the information held regarding them.
- Prevent the use of their data for the purposes of direct marketing.
- Request the removal or correction of inaccurate data held about them.

England Basketball reserves the right to charge a fee (limited to £10) for this service.

Online Registration System, Website Terms and Conditions

Users of the England Basketball online registration system do so in accordance with the England Basketball Privacy and Data Protection policy.

Any information provided by will be held by England Basketball on its computer records in accordance with the Data Protection Act. Club Contact details will be placed on the England Basketball website if you do not wish to have your club contact details on the England Basketball website please contact the England Basketball Membership Department and we will remove your club contact details from our website. We will also from time to time send individual members electronic communication via email. If you do not want to receive these communications please place a tick in the DP box found in your Preferences tab on the EB registration system.

The England Basketball web site and material relating to information, products and services (or to third party information, products and services) is provided 'as is', without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

We do not warrant that the functions contained in the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or server that makes it available are free of viruses or represent the full functionality, accuracy, reliability of the materials. In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of data or profits arising out of or in connection with the use of the England Basketball web site.

If any of these Terms and Conditions should be determined to be illegal, invalid, or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions is are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales. If these Terms and Conditions are not accepted in full, you do not have permission to access the contents of this website and therefore should cease using this website immediately.

