

PLEASE READ THESE LICENCE TERMS CAREFULLY

By submitting your order through our website for the purchase of The Green Guide you are agreeing to the terms and conditions of this licence that appear below. You are also agreeing to be bound by our following terms:

- Our Privacy Policy
- Our Cookie Policy
- Our Contract of Sale

These terms and conditions below set out the basis on which you are permitted to use the digital content that you have downloaded from our website.

This licence is personal to you as an individual. This licence is not entered into with the organisation that you work for. If any individual at your organisation would like to download, view or use The Green Guide they are required to purchase their own copy of The Green Guide from our website.

The Green Guide is an advisory document for use by competent persons working in the regulation and licensing, the design and planning, and the safety management and operation of sports ground. Although The Green Guide will be used in a professional capacity it is guidance only and has no statutory force and it is recognised that The Green Guide is neither definitive nor applicable in all circumstances. It is the responsibility of the competent individual to apply their own judgment when using or implementing The Green Guide.

No representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by the Sports Grounds Safety Authority in relation to the accuracy or completeness of the content of The Green Guide. Sports Grounds Safety Authority hereby expressly excludes, to the fullest extent permitted at law, any liability arising in connection with or as result of use, application or reliance placed upon on the content of The Green Guide.

www.sgsa.org.uk/ is a site operated by **SPORTS GROUNDS SAFETY AUTHORITY (We)**.

We have our office at Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX.

To contact us, please email info@sgsamail.org.uk or telephone our customer service line on (0)207 930 6693.

We recommend that you print a copy of these terms for future reference.

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Notice <https://sgsa.org.uk/privacy-and-cookies/>. See further under *Clause 7*.
- Our Cookie Policy, which sets out information about the cookies on our site
- Our sale contract, which sets out the terms and conditions of sale.

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. We may update and change our site from time to time to reflect changes to our business priorities.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Licence to Use The Green Guide

This licence agreement (**Licence**) is a legal agreement between you (**Licensee or you**) and the Sports Ground Safety Authority (**Licensor, us or we**) for the electronic, downloadable documentation known as the Guide to Safety at Sports Grounds Sixth Edition (ISBN 978-1-9164583-0-7) (**The Green Guide**).

Upon payment of any applicable fees by you, we license use of The Green Guide to you on the basis of this Licence. We do not sell The Green Guide to you and we remain the owners of The Green Guide at all times.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@sgsamail.org.uk or telephone our customer service line on (0)207 930 6693.

1 Licence

1.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a personal, non-exclusive, non-transferable, non-sub-licensable, perpetual licence to download, view and use The Green Guide on the terms of this Licence. This licence is personal to you as an individual. This licence is not entered into with the organisation that you work for.

1.2 You may only:

1.2.1 **download on three (3) occasions** a copy of The Green Guide; and

1.2.2 view and use the downloaded copy of The Green Guide.

2 Restrictions

2.1 This licence is strictly limited to you. The Green Guide may be used in your professional capacity but solely by you. Except for the licence set out in clause 1 of this Licence, no other use or exploitation of The Green Guide is permitted.

2.2 You undertake that you will **not** do any of the following acts or permit any third party to do any of the following acts with The Green Guide (or any part of The Green Guide):

2.2.1 publish, publicly display, make available to the public, communicate by any means, or in any format;

- 2.2.2 share, distribute, transmit, rent, lease, sub-license, loan, transfer, assign The Green Guide to any other person or organisation;
- 2.2.3 sell, translate, change, amend, merge, adapt, vary, alter, modify;
- 2.2.4 reproduce, copy, link to or frame The Green Guide;
- 2.2.5 remove, bypass, circumvent, neutralise, modify or alter the copyright notice or watermark or remove any other technological protection measures or identification as they appear on The Green Guide; or
- 2.2.6 disassemble, de-compile, convert, reverse engineer or create derivative works based on the whole or any part of The Green Guide.

3 Intellectual property rights

- 3.1 You acknowledge that:
 - 3.1.1 all Intellectual Property Rights in The Green Guide throughout the world belong to us;
 - 3.1.2 all derivative works, including works generated or developed following the date of this Licence which is based on The Green Guide or an underlying work in relation to this, throughout the world belong to us.
 - 3.1.3 that rights in The Green Guide are licensed (not sold) to you; and
 - 3.1.4 that you have no intellectual property rights in, or to, The Green Guide other than the right to use The Green Guide in accordance with the terms of this Licence.
- 3.2 You acknowledge that all rights not expressly granted to you in these terms are reserved to us.
- 3.3 In this Licence the term “Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

4 Warranties and liability

- 4.1 Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.
- 4.2 To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and

whether economic or other) arising from the Licensee's exercise of the rights granted to it under this Licence.

- 4.3 Both parties acknowledge and agree that sports ground owners and/or operators are responsible for their respective sports grounds and by publishing The Green Guide the Licensor in no way assume liability for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's use of The Green Guide.
- 4.4 The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:
- 4.4.1 the Licensee's breach or negligent performance or non-performance of this Licence;
 - 4.4.2 the enforcement of this Licence; and
 - 4.4.3 any claim made against the Licensor by a third party for death, personal injury or damage to property arising out of or in connection with the use of The Green Guide by the Licensee.
- 4.5 If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.
- 4.6 Nothing in this clause shall restrict or limit the Licensor's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
- 4.7 Nothing in this Licence shall have the effect of excluding or limiting any liability for fraud or death or personal injury caused by negligence.

5 Termination

- 5.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 5.2 Upon termination for any reason:
- 5.2.1 all rights granted to you under this Licence shall cease;
 - 5.2.2 you must cease all activities authorised by this Licence; and
 - 5.2.3 you must immediately delete The Green Guide from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of The Green Guide then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

6 Communications between us

6.1 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email to info@sgsamail.org.uk or post to Sports Ground Safety Authority at Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX.

6.2 If we have to contact you in writing, we will do so by email or by post to the address you provide or confirm to us. All other notices from us will be displayed on our website from time to time.

7 How we may use your personal information

7.1 We will only use your personal information as set out in Our Privacy Notice.

7.2 Each party may disclose the other party's confidential information:

7.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 7.2; and

7.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

8 Other important terms

8.1 The Licensee shall comply with all applicable laws in performing its obligations and exercising its rights under this Licence.

8.2 This Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence. The rights of the parties to rescind or vary this Licence are not subject to the consent of any other person.

8.3 No variation of this Licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.4 We may transfer this Licence to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Licence.

8.5 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

8.6 If a court finds part of this Licence illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 8.7 Even if we delay in enforcing this Licence, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Licence, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 8.8 Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 8.9 The Licence, Our Privacy Policy, Our Cookie Policy and Our Contract of Sale constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 8.10 Each party acknowledges that in entering into this Licence it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.
- 8.11 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence.
- 8.12 Which laws apply to this Licence and where you may bring legal proceedings. These terms and any dispute or claim (including contractual and non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Licence or its subject matter or formation.