

# **Terms & Conditions for Registration and Membership with the British Association of Sport Rehabilitators and Trainers (BASRaT)**

**These terms are for the review and acceptance of  
potential applicants, applicants, registrants, members  
and past registrants/members of BASRaT**

**Updated October 2019**

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## Terms for the use of the “Portal” (Otherwise referred to as the Members Area (MA) and Online Application system (OA))

### Website Terms and Conditions

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## 1. Introduction

- 1.1. [www.basrat.org](http://www.basrat.org) is a site operated by the British Association of Sport Rehabilitators and Trainers (BASRaT) (“We” (and “Us” and “our” should be interpreted accordingly)). We are the UK regulator for BASRaT Registered Sport Rehabilitation Graduates. Our Register is accredited by the Professional Standards Authority for Health and Social Care, the UK’s top medical regulator. We also function as a Membership Association, providing benefits and professional representation to members of the association.
- 1.2. The term “Registrants” refers to Graduate and Allied Health Professional members of the association. Registrants are named as such because they appear on the register accredited by the Professional Standards Authority. The “term” members refers to **all** members of the association, including Registrants.
- 1.3. These terms (together with the documents referred to in it) tell you the terms you agree to upon obtaining membership to BASRaT.
- 1.4. Our Terms and Conditions for use of the BASRaT website, including our Privacy and Cookie policy, are available to view [here](#).
- 1.5. The use of the word “terms” shall refer to the terms and conditions set out in this document forthwith.

## 2. Acceptance of these terms

- 2.1. Acceptance of these terms are a requirement of registration/membership, therefore, you must read them carefully, and accept them, prior to applying for membership.
- 2.2. In accepting these terms, you agree that you have read, understand, and accept the following guidelines and policies, all of which are available to view on our website:
  - 2.2.1. Data Protection Policy
  - 2.2.2. Standards of Ethical Conduct and Behaviour
  - 2.2.3. Role Delineation of a Sport Rehabilitator
  - 2.2.4. BASRaT Fitness to Practice process
  - 2.2.5. Fitness to Practise Panel guidance
  - 2.2.6. Fitness to Practise Sanctions guidance
  - 2.2.7. Interim Order Guidance
  - 2.2.8. Readmission and Restoration to the Register guidance
  - 2.2.9. BASRaT CPD Guidelines
  - 2.2.10. Clinical Record Keeping Guide
  - 2.2.11. Lone Working Policy
  - 2.2.12. Professional Interpersonal Skills guidance
  - 2.2.13. Use of a Chaperone guidance
  - 2.2.14. Safeguarding Policy
  - 2.2.15. Whistleblowing Policy
- 2.3. By accepting the terms of this agreement, you agree to practice and conduct yourself as per the guidelines and policies outlined in Sections 2.2.1 to 2.2.13, further, you understand that by not practicing and conducting yourself as such, your Registration and/or Membership may be removed, and/or you may be subject to the BASRaT Fitness to Practise process.

- 2.4. Note that the above guidance and policy documents are subject to regular review and updates. Whilst every effort is made to ensure that the latest version of the documents are available via our site, we cannot guarantee that in every incidence.

### **3. Criteria for Registration for first time applicants**

- 3.1. You must hold a BASRaT Accredited Degree;
- 3.2. Have completed a Pre-Hospital Trauma Care qualification accredited by the Faculty of Pre-Hospital Care;
- 3.3. Completed Declaration of Health and Good Character that has been approved by the Registrar;
- 3.4. Approved as "Fit to Practise" by the programme lead at your institution;
- 3.5. Provided Photo Identification;
- 3.6. Provided your consent for BASRaT to receive any and all information about Insurance Claims brought against you from the underwriter and insurance company at the time;
- 3.7. Agreed to the terms within this document; and
- 3.8. Made successful payment.

### **4. Criteria for the renewal of Registration**

- 4.1. You must have met the criteria above (section 3) when initially joining the register, or the specific requirements at the time of joining, and continue to meet those standards;
- 4.2. Have an up to date Emergency First Aid qualification (minimum standard) or higher;
- 4.3. Completed Declaration of Health and Good Character that has been approved by the Registrar;
- 4.4. Ensure that your contact information and other personal details are up to date on your member profile;
- 4.5. Provided your consent for BASRaT to receive any and all information about Insurance Claims brought against you from the underwriter and insurance company at the time.
- 4.6. Agreed to the terms within this document; and
- 4.7. Made successful payment.

### **5. Criteria for membership for first time applicants**

- 5.1. You must have a degree or qualification relevant to the membership category you are applying for;
- 5.2. You must hold registration with a statutory regulator and appropriate professional indemnity insurance.
- 5.3. Provided Photo Identification;
- 5.4. Agreed to the terms within this document; and
- 5.5. Made successful payment.

### **6. Criteria for the renewal of membership**

- 6.1. You must have met the criteria above (section 5) when initially joining as a member, or the specific requirements at the time of joining, and continue to meet those standards;
- 6.2. Agreed to the terms within this document; and
- 6.3. Made successful payment.

### **7. Criteria for readmission to the register following a lapse, suspension or interim order**

- 7.1. As well as meeting the provisions set out in Section 3 and Section 4 respectfully, you must also meet the criteria and follow the due process outlined in the readmission to the register guidance which is available on the BASRaT website.

## **8. Criteria for restoration to the register following a striking off order**

- 8.1. As well as meeting the provisions set out in Section 3 and Section 4 respectfully, you must also meet the criteria and follow the due process outlined in the restoration to the register guidance which is available on the BASRaT website.

## **9. Criteria for individuals applying via the Individual Membership Application process**

- 9.1. You must meet the criteria set out in Section 3, where applicable and possible;
- 9.2. Meet the additional criteria and follow the due process outlined in the Individual Membership Application pack, which is available to view on the BASRaT website;
- 9.3. Made successful payment of the application fee; and
- 9.4. Agreed to the terms set out in this document.

## **10. Payment of Registration and Membership Fees**

- 10.1. Payment of the relevant fee is required upon application to join or renew Registration/Membership and is a criteria of eligibility as stated above.
- 10.2. The fee payable will be outlined within the online renewal system, or on the Application Form if applying by those means.
- 10.3. Fees payable are subject to change throughout the year.
- 10.4. If joining outside of a designated joining/renewal window (01/01 to 31/01 and 01/07 to 31/07), the fees due may be different to those published. Confirmation of the fee due will be provided by us prior to a request for payment.

## **11. Payment by Direct Debit**

- 11.1. Payment by direct debit is available for Graduate Registration fees.
- 11.2. Payment of fees by Direct Debit is only available when joining or renewing for a full 12-month Registration, applications for this are accepted between 01/01 and 31/01 each year. Outside of this window, the option to pay by Direct Debit may not be available.
- 11.3. The fee schedule will be outlined when setting up your Direct Debit mandate.
- 11.4. When opting to pay by Direct Debit, you are agreeing to make the required number of payments to cover the entire registration fee for that registration year. In the event that you cancel your Direct Debit, the remainder of the Registration fee will be due immediately, in full. Failure to pay the fees owed will result in a termination of your Registration or Membership.
- 11.5. Failed payment of a Direct Debit payment will result in a written warning. If a second payment is missed, you will receive a final written warning. Subsequent missed payments will result in a termination of your Direct Debit agreement, and the remainder of the Registration fee will be due immediately, in full. Failure to pay the fees owed will result in a termination of your Registration or Membership.
- 11.6. In the event that you need to amend your Direct Debit details, you must inform us, in writing, no less than 14-days before the next payment due date.

## **12. Cancellation and Refunds**

- 12.1. Membership / Registration fees are non-refundable.
- 12.2. You can request a cancellation of your Registration or Membership at any time but your fee will remain non-refundable.
- 12.3. In the event that you are removed or suspended from the register as a result of disciplinary proceedings, or for breaching the terms herein, you will not be entitled to a refund of fees paid.

## **13. Terms for the use of the “Portal” (Otherwise referred to as the Members Area (MA) and Online Application system (OA))**

- 13.1. Access to the aforementioned areas are restricted to:

- 13.1.1. Graduate Registrants, Allied Health Professional Registrants.
- 13.1.2. Associate, Non-Practicing Graduate and Student Members.
- 13.1.3. The online application system is also available to you if you are applying for one of the memberships outlined in 10.1.1 or 10.1.2.
- 13.2. Duration of use for the MA and OA
  - 13.2.1. Subject to holding valid Registration or membership by fulfilling the criteria outlined in Sections 3 to 9.
  - 13.2.2. Your access to the MA and OA will terminate on the earlier of;
    - 13.2.2.1. You being in material breach of these terms and conditions and/or the terms and conditions relating to the site, including but not limited to any misuse of the MA or OAI or the documents therein;
    - 13.2.2.2. You requesting voluntary removal from the BASRaT Register; or
    - 13.2.2.3. You requesting cancellation of your membership.
- 13.3. Access to the MA and OA shall be subject to your continued acceptance of the following protocols:
  - 13.3.1. All users must reset their given password upon initial access to the portal;
  - 13.3.2. Passwords must remain confidential.
  - 13.3.3. Any misuse of the portal or the documents therein may result in their access being withdrawn.
  - 13.3.4. Registrant/member contact details must remain up-to-date, including the "Find a Practitioner" tool on the member homepage.
  - 13.3.5. All Registrants must keep an up-to-date log of CPD hours using the CPD log on the member homepage
- 13.4. Levels of access to the MA and OA
  - 13.4.1. The availability of content of the MA and OA will be in accordance with your Registration and Membership category.
- 13.5. Terms of "Portal" (OA and MA) use
  - 13.5.1. These terms of use (together with the documents referred to in it) tells you the terms upon which you may make use of our portal, found [here](#) (our "Portal"), whether as a guest or a registered user. Use of our Portal includes accessing, browsing, or registering to use our Portal.
  - 13.5.2. Please read these terms of use carefully before you start to use our Portal, as these will apply to your use of our Portal. We recommend that you print a copy of this for future reference.
  - 13.5.3. By using our Portal, you confirm that you accept these terms of use and that you agree to comply with them.
  - 13.5.4. If you do not agree to these terms of use, you must not use our Portal.
- 13.6. Other applicable terms
  - 13.6.1. These terms of use refer to the following additional terms, which also apply to your use of our Portal:
    - 13.6.1.1. Our Privacy Notice is available at <https://basrat.org/home/PrivacyNotice>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Portal, you consent to such processing and you warrant that all data provided by you is accurate.
    - 13.6.1.2. Our Cookie Policy, available at <https://basrat.org/home/cookiepolicy>, which sets out information about the cookies on our Portal.
- 13.7. Changes to these terms
  - 13.7.1. We may revise these terms of use at any time by amending this document.
  - 13.7.2. Please check this document from time to time to take notice of any changes we make, as they are binding on you.

- 13.8. Changes to our portal
  - 13.8.1. We may update our Portal from time to time, and may change the content at any time. However, please note that any of the content on our Portal may be out of date at any given time, and we are under no obligation to update it.
  - 13.8.2. We do not guarantee that our Portal, or any content on it, will be free from errors or omissions.
- 13.9. Accessing our portal
  - 13.9.1. Our Portal is made available subject to payment of a Subscription Fee and registration process.
  - 13.9.2. We do not guarantee that our Portal, or any content on it, will always be available or be uninterrupted (including but not limited downtime required to maintain the Portal). Access to our Portal is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Portal without notice. We will not be liable to you if for any reason our Portal is unavailable at any time or for any period.
  - 13.9.3. You are responsible for making all arrangements necessary for you to have access to our Portal.
  - 13.9.4. You are also responsible for ensuring that all persons who access our Portal through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
  - 13.9.5. Our Portal is directed to people residing in the United Kingdom. We do not represent that content available on or through our Portal is appropriate or available in other locations. We may limit the availability of our Portal or any service or product described on our Portal to any person or geographic area at any time. If you choose to access our Portal from outside the United Kingdom, you do so at your own risk.
- 13.10. Your account and password
  - 13.10.1. You must reset your given password upon initial access to the Portal.
  - 13.10.2. Passwords must remain confidential.
  - 13.10.3. 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.
  - 13.10.4. 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.
  - 13.10.5. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [administration@basrat.org](mailto:administration@basrat.org)
- 13.11. Intellectual property rights
  - 13.11.1. We are the owner or the licensee of all intellectual property rights in our Portal, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
  - 13.11.2. You may print off one copy, and may download extracts, of any page(s) from our Portal for your personal use and you may draw the attention of others within your organisation to content posted on our Portal.
  - 13.11.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
  - 13.11.4. Our status (and that of any identified contributors) as the authors of content on our Portal must always be acknowledged if you utilise it (or make reference to it in the process of sharing it or utilising it) with or for third parties.

- 13.11.5. You must not use any part of the content on our Portal for commercial purposes without obtaining a licence to do so from us or our licensors.
- 13.11.6. If you print off, copy or download any part of our Portal in breach of these terms of use, your right to use our Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 13.12. Intellectual property rights
  - 13.12.1. We are the owner or the licensee of all intellectual property rights in our Portal, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
  - 13.12.2. You may print off one copy, and may download extracts, of any page(s) from our Portal for your personal use and you may draw the attention of others within your organisation to content posted on our Portal.
  - 13.12.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
  - 13.12.4. Our status (and that of any identified contributors) as the authors of content on our Portal must always be acknowledged if you utilise it (or make reference to it in the process of sharing it or utilising it) with or for third parties.
  - 13.12.5. You must not use any part of the content on our Portal for commercial purposes without obtaining a licence to do so from us or our licensors.
  - 13.12.6. If you print off, copy or download any part of our Portal in breach of these terms of use, your right to use our Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 13.13. Acceptable use
  - 13.13.1. You may use our Portal only for lawful purposes.
  - 13.13.2. You may not use our Portal:
    - 13.13.2.1. In any way that breaches any applicable local, national or international law or regulation.
    - 13.13.2.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
    - 13.13.2.3. For the purpose of harming or attempting to harm minors in any way.
    - 13.13.2.4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our standards.
    - 13.13.2.5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
    - 13.13.2.6. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
  - 13.13.3. You also agree:
    - 13.13.3.1. Not to reproduce, duplicate, copy or re-sell any part of our Portal in contravention of the provisions of our terms of Portal use.
    - 13.13.3.2. Not to access without authority, interfere with, damage or disrupt any part of our Portal; any equipment or network on which our Portal is stored; any software used in the provision of our Portal; or any equipment or network or software owned or used by any third party.
  - 13.13.4. These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it:
  - 13.13.5. Contributions must:

- 13.13.5.1. Be accurate (where they state facts).
- 13.13.5.2. Be genuinely held (where they state opinions).
- 13.13.5.3. Comply with applicable law in the UK and in any country from which they are posted.
- 13.13.6. Contributions must not:
  - 13.13.6.1. Contain any material which is defamatory of any person.
  - 13.13.6.2. Contain any material which is obscene, offensive, hateful or inflammatory.
  - 13.13.6.3. Promote sexually explicit material.
  - 13.13.6.4. Promote violence.
  - 13.13.6.5. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
  - 13.13.6.6. Infringe any copyright, database right or trade mark of any other person.
  - 13.13.6.7. Be likely to deceive any person.
  - 13.13.6.8. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
  - 13.13.6.9. Promote any illegal activity.
  - 13.13.6.10. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
  - 13.13.6.11. Be likely to harass, upset, embarrass, alarm or annoy any other person.
  - 13.13.6.12. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
  - 13.13.6.13. Give the impression that they emanate from us, if this is not the case.
  - 13.13.6.14. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 13.13.7. We will determine, in our discretion, whether there has been a breach of these acceptable use terms through your use of our site. When a breach of these standards has occurred, we may take such action as we deem appropriate.
- 13.13.8. Failure to comply with these acceptable use terms constitutes a material breach of these terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
  - 13.13.8.1. Immediate, temporary or permanent withdrawal of your right to use our site.
  - 13.13.8.2. Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
  - 13.13.8.3. Issue of a warning to you.
  - 13.13.8.4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
  - 13.13.8.5. Further legal action against you.
  - 13.13.8.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 13.13.9. We exclude liability to the fullest extent possible under applicable law for actions taken in response to breaches of these terms. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.
- 13.14. No reliance on information
  - 13.14.1. The content on our Portal is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Portal.



- 13.14.2. Although we make reasonable efforts to update the information on our Portal, we make no representations, warranties or guarantees, whether express or implied that the content on our Portal is accurate, complete or up-to-date.
- 13.15. Limitation of our liability
  - 13.15.1. Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
  - 13.15.2. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Portal or any content on it, whether express or implied.
  - 13.15.3. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
    - 13.15.3.1. use of, or inability to use, our Portal; or
    - 13.15.3.2. use of or reliance on any content displayed on our Portal; or
    - 13.15.3.3. for any loss of employment, earnings or the ability to carry out your profession due to the time taken to process your registration / re-registration and you should follow BASRAT's guidance on membership renewal available at <https://basrat.org/member/renewal>
  - 13.15.4. If you are a business user, please note that in particular, we will not be liable for:
    - 13.15.4.1. loss of profits, sales, business, or revenue;
    - 13.15.4.2. business interruption;
    - 13.15.4.3. loss of anticipated savings;
    - 13.15.4.4. loss of business opportunity, goodwill or reputation; or
    - 13.15.4.5. any indirect or consequential loss or damage.
  - 13.15.5. If you are a consumer user, please note that we only provide our Portal for domestic and private use. You agree not to use our Portal for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
  - 13.15.6. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Portal or to your downloading of any content on it, or on any website linked to it.
  - 13.15.7. We assume no responsibility for the content of websites linked on our Portal. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
  - 13.15.8. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be provided to you upon request where applicable.
- 13.16. Uploading content to our Portal
  - 13.16.1. Whenever you make use of a feature that allows you to upload content to our Portal, or to make contact with other users of our Portal, you must comply with the content standards set out in Section 10.15
  - 13.16.2. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
  - 13.16.3. Any content you upload to our Portal will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you

- are required to grant us and other users of the Portal a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in Section 10.17 above.
- 13.16.4. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Portal constitutes a violation of their intellectual property rights, or of their right to privacy.
  - 13.16.5. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Portal.
  - 13.16.6. We have the right to remove any posting you make on our Portal if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Standards in Section 10.15 above.
  - 13.16.7. You acknowledge that the views expressed by other users on our Portal do not represent our views or values.
  - 13.16.8. You are solely responsible for securing and backing up your content.
- 13.17. Rights you licence
- 13.17.1. When you upload or post content to our Portal, you grant the following licenses the Portal owner, other users of the Portal and third party users of the Portal an exclusive, royalty-free licence to use the content in the UK.
- 13.18. Viruses
- 13.18.1. We do not guarantee that our Portal will be secure or free from bugs or viruses.
  - 13.18.2. You are responsible for configuring your information technology, computer programmes and platform in order to access our Portal. You should use your own virus protection software.
  - 13.18.3. You must not misuse our Portal by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Portal, the server on which our Portal is stored or any server, computer or database connected to our Portal. You must not attack our Portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you acknowledge that you would commit a criminal offence under the Computer Misuse Act 1990 and that we will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Portal will cease immediately.
- 13.19. Linking to our portal
- 13.19.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
  - 13.19.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
  - 13.19.3. You must not establish a link to our Portal in any website that is not owned by you.
  - 13.19.4. Our Portal must not be framed on any other site, nor may you create a link to any part of our Portal other than the home page.
  - 13.19.5. We reserve the right to withdraw linking permission without notice.
  - 13.19.6. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Standards above.
  - 13.19.7. If you wish to make any use of content on our Portal other than that set out above, please contact [administration@basrat.org](mailto:administration@basrat.org)
- 13.20. Third party links and resources in our portal

- 13.20.1. Where our Portal contains links to other sites and resources provided by third parties, these links are provided for your information only and you acknowledge that we have no control over the contents of those sites or resources.
- 13.21. Confidentiality
  - 13.21.1. Each party shall protect the confidential information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
  - 13.21.2. Confidential information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the confidential information received.
  - 13.21.3. The obligations set out in this paragraph shall not apply to confidential information that the receiving party can demonstrate:
    - 13.21.3.1. is or has become publicly known other than through breach of this paragraph; or
    - 13.21.3.2. was in the possession of the receiving party prior to disclosure by the other party; or
    - 13.21.3.3. was received by the receiving party from an independent third party who has full right of disclosure; or
    - 13.21.3.4. was independently developed by the receiving party; or
    - 13.21.3.5. was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose (if permitted to do so) gives the other party prompt written notice of the requirement.
  - 13.21.4. The obligations of confidentiality in this paragraph shall not be affected by the expiry or termination of this agreement
  - 13.21.5. Our privacy notice is available at <https://basrat.org/home/PrivacyNotice>.
- 13.22. Applicable law
  - 13.22.1. If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and We both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
  - 13.22.2. If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
  - 13.22.3. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## 14. Website Terms and Conditions

- 14.1. Terms of website use
  - 14.1.1. These terms of use (together with the documents referred to in it) tell you the terms upon which you may make use of our website <https://basrat.org/> ("**our site**"), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.
  - 14.1.2. Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.
  - 14.1.3. By using our site, you confirm that you accept these terms of use and that you agree to comply with them.
  - 14.1.4. If you do not agree to these terms of use, you must not use our site.
- 14.2. Other applicable terms

- 14.2.1. These terms of use refer to the following additional terms, which also apply to your use of our site:
  - 14.2.1.1. Our Privacy Notice is available at <https://basrat.org/home/PrivacyNotice>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
  - 14.2.1.2. Our Cookie Policy, available at <https://basrat.org/home/cookiepolicy>, which sets out information about the cookies on our site.
- 14.3. Changes to these terms
  - 14.3.1. We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they are binding on you.
- 14.4. Changes to our site
  - 14.4.1. We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.
- 14.5. Accessing our site
  - 14.5.1. Our site is made available free of charge.
  - 14.5.2. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
  - 14.5.3. You are responsible for making all arrangements necessary for you to have access to our site.
  - 14.5.4. 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.
  - 14.5.5. Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.
- 14.6. Intellectual property rights
  - 14.6.1. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
  - 14.6.2. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
  - 14.6.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
  - 14.6.4. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged if you utilise it (or make reference to it in the process of sharing it or utilising it) with or for third parties.

- 14.6.5. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 14.6.6. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 14.7. Acceptable use
  - 14.7.1. The acceptable use terms in this section are the same as those described in section 13.13.
- 14.8. No reliance on information
  - 14.8.1. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
  - 14.8.2. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up-to-date.
- 14.9. Limitation of our liability
  - 14.9.1. The limitation of liability terms in this section are the same as those described in section 13.15.
- 14.10. Viruses
  - 14.10.1. We do not guarantee that our site will be secure or free from bugs or viruses.
  - 14.10.2. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
  - 14.10.3. You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you acknowledge that you would commit a criminal offence under the Computer Misuse Act 1990 and that we will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- 14.11. Linking to our site
  - 14.11.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
  - 14.11.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
  - 14.11.3. You must not establish a link to our site in any website that is not owned by you.
  - 14.11.4. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
  - 14.11.5. We reserve the right to withdraw linking permission without notice.
  - 14.11.6. The website in which you are linking must comply in all respects with the content standards set out in Paragraph 9 above.
  - 14.11.7. If you wish to make any use of content on our site other than that set out above, please contact [administration@basrat.org](mailto:administration@basrat.org)
- 14.12. Third party links and resources in our site
  - 14.12.1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only and you acknowledge that we have no control over the contents of those sites or resources.

14.13. Applicable law

- 14.13.1. If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and We both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 14.13.2. If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.