Terms and Conditions

These Terms and Conditions regulate your use of the Safeguarding Code in Martial Arts Materials (defined below), including:

- 1. Your use of any materials you access and/or download from the Safeguarding Code in Martial Arts website;
- 2. Your use of the Code Mark (defined below);
- 3. Your use of any services available on the Safeguarding in Martial Arts website; and
- 4. How we process your personal data: https://www.safeguardingcode.com/mod/page/view.php?id=9.

Safeguarding Code in Martial Arts Materials - Terms of Use

SPORT ENGLAND SAFEGUARDING CODE IN MARTIAL ARTS - GRANT AND TERMS OF USE

Sport England has developed the Safeguarding Code in Martial Arts Materials and Website, using money made available to it from the National Lottery, and makes them available to your organisation by way of a grant (known as a non-cash grant), subject to these Terms (defined below).

If you are an organisation, club or other martial arts body in England that is working towards recognition or is currently recognised via the Recognition Process (defined below) as having demonstrated that it has reached and maintained good safeguarding standards, you will be able to register for access to the Safeguarding Code in Martial Arts Materials in accordance with these Terms. Anyone else is prohibited from accessing and/or using the Safeguarding Code in Martial Arts Materials.

Please read these Terms carefully before registering for access to and use of the Safeguarding Code in Martial Arts Materials.

- In order to use the Safeguarding Code in Martial Arts Materials you must agree to all the terms and conditions contained in these Terms.
- By accessing and/or using the Safeguarding Code in Martial Arts Materials, you are deemed to accept and agree to be bound by these Terms.
- If you do not agree to these Terms you should not access the Safeguarding Code in Martial Arts Materials or submit a request for their use.
- Any use of the Safeguarding Code in Martial Arts Materials other than as authorised in accordance with these Terms is prohibited.
- For the avoidance of doubt, nothing in these Terms allows you or your organisation to hold yourself out as a Safeguarding Code in Martial Arts partner.
- Please complete the registration form on the Website providing all of the requested contact and identity details and, when prompted, tick the box confirming that you have read and accepted these Terms.
- If you do not tick the box and, by not doing so, refuse to accept these Terms you will not be authorised to use the Safeguarding Code in Martial Arts Materials. We reserve the right to amend these Terms (including introducing new terms in the future and removing and/or replacing the Safeguarding Code in Martial Arts Materials or any part of them) from time to time without notice to you. The amended Terms will be effective from the date they are posted on the Website. Your continued use of the Safeguarding Code in Martial Arts Materials (or any part of them) will constitute your acceptance of the amended Terms. Therefore, please review the Website (and these Terms in particular) on a regular basis.
- You shall not have the right to rely on these Terms for use of the Safeguarding Code in Martial Arts Materials (or any part of them) if you or the organisation that you are employed by or providing services to, is party to a separate agreement and/or a separate written permission (outside the scope of these Terms) from us to use the Safeguarding Code in Martial Arts Materials (or any part of them).

DEFINITIONS

"Code Mark" means the "Safeguarding Code in Martial Arts" logo identified in our Brand Guidelines and/or "Safeguarding Code in Martial Arts Materials" in word format;



"Annual Health Check" means the annual review carried out by the Service Provider to assess whether you have maintained the required standard for continued use of the Code Mark;

"Application" means any application you submit to begin the Recognition Process;

"Brand Guidelines" our brand guidelines as amended, supplemented or otherwise modified by us from time to time, which are available for download from the website if your Application is approved;

"Grant" the non-cash grant we have awarded to you to use the Safeguarding Code in Martial Arts Materials for the Permitted Purpose;

"Intellectual Property Rights" all copyright, database rights, design rights, registered designs, trade marks, service marks, trade secrets and rights in confidential information and all rights and forms of protection of a similar nature or having an equivalent effect to any of them which may subsist anywhere in the world together with all goodwill attaching or relating thereto, whether or not any of them are unregistered or registered and including application for registration of any of them relating to the Safeguarding Code in Martial Arts Materials (including any translations thereof);

"Permitted Purpose": means,

In respect of the Services and the Pre-Recognition Materials:

(i) Accessing support and guidance when working towards attaining recognition via the Recognition Process.

In respect of the Post-Recognition Materials

- (ii) To inform members of the public, including parents and carers that your organisation has met the standard required to be awarded the Code Mark.
- (iii) Accessing support and guidance in order to maintain your safeguarding standards.

"Recognition Process" means the process by which an organisation may attain the Code Mark by demonstrating continued good practice. The process is as follows:

- (i) The applicant submits an Application supported by evidence of its safeguarding practices;
- (ii) The Application is reviewed by the Safeguarding Code in Martial Arts Project Team;
- (iii) A decision is made on whether the relevant standard has been met;
- (iv) If successful, the applicant is awarded the Code Mark;
- (v) If unsuccessful, the applicant is supported by the Safeguarding Code in Martial Arts Project Team and the process may be re-started at (i) above.

"Safeguarding Code in Martial Arts Materials"

- (i) The Services
- (ii) The Safeguarding Code in Martial Arts Pre-Recognition Materials
- (iii) The Safeguarding Code in Martial Arts Post-Recognition Materials

"Safeguarding Code in Martial Arts Post Recognition Materials"

The materials made available by us if your Application for recognition is approved, which may include but is not limited to the Code Mark, Brand Guidelines, recognition certificate, press release toolkit, reference to your organisation on our interactive map.

"Safeguarding Code in Martial Arts Pre-Recognition Materials"

Safeguarding code in Martial Arts resources as developed by us from time to time and made available on the Website including but not limited to templates, guidance, policies, checklists, and any further resources we deem appropriate.

"Safeguarding Code in Martial Arts Project" the Sport England project which promotes, develops and raises awareness of the Safeguarding Code in Martial Arts. It supports clubs and providers who have attained the Code Mark to demonstrate continued good practice and aims to empower parents and carers to make informed decisions when selecting a martial arts club or provider for their child.

"Safeguarding Code in Martial Arts User" means an individual nominated by your organisation who is responsible for your management and/or administration, and whose sole purpose for receiving the Services is the Permitted Purpose;

"Service Provider" any person who Sport England from time to time appoints to provide and/or monitor the Services;

"Services" means the provision of information and support as set out in more detail from time to time on the "Safeguarding Code in Martial Arts website (https://www.safeguardingcode.com/) and support in relation to your Application from the Service Provider;

"Terms" these terms of use, as amended, supplemented or otherwise modified by us from time to time;

"we", "us", "our" The English Sports Council, a company incorporated by Royal Charter in the United Kingdom under Company No. RC000766, with its registered office at First Floor, 21 Bloomsbury Street, London WC1B 3HF, United Kingdom;

"Website" https://www.safeguardingcode.com/; and

"you" and "your" refer to the organisation that is registering for Sport England's Safeguarding Code in Martial Arts services.

- 1.2 The headings in these Terms are for convenience only and do not affect its interpretation.
- 1.3 In these Terms, the words "include", "includes", "including" and "such as" are to be construed as if they were immediately followed by the words "without limitation".
- 1.4 In these Terms, unless the context clearly indicates another intention, a reference to:
 - (a) any gender includes other genders and the singular includes the plural and vice versa:
 - (b) a clause or party is a reference to a clause of or party to these Terms;
 - (c) obligations undertaken by more than a single person or company are joint and several obligations; and
 - (d) any reference to a person shall include natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.

2. Your Organisation

- 2.1 You warrant that you are an organisation established in England.
- 2.2 You warrant that the relevant Safeguarding Code in Martial Arts User has been duly authorised to act on behalf of and as representative of your organisation.
- 2.3 You warrant that all of the information that you have provided to the Service Provider in connection with the Grant (including without limitation on the Safeguarding Code in Martial Arts registration form) is complete and accurate.

3. Your Grant Obligations

3.1 You will be available for meetings with us and allow full and free access to your records concerning the Grant and your use of the Safeguarding Code in Martial Arts Materials.

- 3.2 Where reasonably required by us you will acknowledge the Grant publicly as appropriate and as practical and in line with any press release template we supply to you, as updated from time to time.
- 3.3 You hereby consent to any publicity about the Grant as we may from time to time require.
- 3.4 You will tell us about any changes to information you have previously provided in connection with the Grant and will make sure that the information we hold in connection with the Grant is true, accurate and up to date.
- 3.5 You agree to participate from time to time in such activities (such as completing questionnaires or responding to queries from us) as we may reasonably require in order to evaluate the effectiveness of the Grant.
- 3.6 You agree to comply with all applicable laws in all matters connected to the Grant.
- 3.7 You accept that we may share information about the Grant with any parties of our choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000.
- 3.8 You will ensure that your organisation and/or the Safeguarding Code in Martial Arts User complies with all reasonable rules and instructions of the Service Provider while receiving the Services, including without limitation in respect of health and safety.
- 3.9 You will notify us immediately if at any time the Safeguarding Code in Martial Arts User ceases to be responsible for your organisation's management and/or administration, and/or the Safeguarding Code in Martial Arts User's use of the Safeguarding Code in Martial Arts Materials is not aligned with the Permitted Purpose. In either or both instances any such Safeguarding Code in Martial Arts User will cease to be eligible to receive the Services.
- 3.10 You will notify the Safeguarding Code in Martial Arts project team immediately if any safeguarding concerns have been raised about you, your club/provider and its workforce including any resulting investigation by Local Authority safeguarding teams and/or the Police. Not doing so could result in an immediate suspension of your use of the Code Mark.
- 4 Licence to use the Safeguarding Code in Martial Arts Materials
- 4.1 In consideration of your warranties under Clause 2 and subject to you meeting your obligations under Clause 3:
 - (a) We hereby grant to you a non-exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Safeguarding Code in Martial Arts Pre-Recognition Materials, for the Permitted Purpose in accordance with these Terms for a period commencing on the date on which you registered your organisation/club for the Safeguarding Code in Martial Arts recognition until the Safeguarding Code in Martial Arts Materials are discontinued and/or we terminate your right to use the Safeguarding Code in Martial Arts Materials.
 - (b) And upon your successful completion of the Recognition Process, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Safeguarding Code in Martial Arts Post-Recognition Materials Code Mark, for the Permitted Purpose in accordance with these Terms and the Brand Guidelines for a period commencing on the date on which you are notified of your successful completion of the Recognition Process until the Safeguarding Code in Martial Arts Materials are discontinued and/or we terminate your right to use the Safeguarding Code in Martial Arts Materials, including but not limited to termination as a result of your organisation not successfully completing its Annual Health Check.
- 4.2 For the avoidance of doubt we do not grant you any rights whatsoever:

- (a) to edit, adapt, modify and/or amend the Safeguarding Code in Martial Arts Materials for any purpose; and/or
- (b) to use, copy, edit, adapt, modify, amend, incorporate, publish, distribute, communicate to the public, broadcast and/or exhibit the Logo for any purpose other than as set out in this agreement, without our express prior written consent.

5. <u>Use of the Safeguarding Code in Martial Arts</u>

- 5.1 Once you have received our approval of your registration, the Safeguarding Code in Martial Arts Materials can be accessed via the Website.
- 5.2 Upon successful completion of the Recognition Process you may use the Code Mark which will be sent to you by the Service Provider.

5.3 You hereby agree that:

- (a) you shall not use the Safeguarding Code in Martial Arts Materials (or any part of them) for any use, event or purpose (whether directly or indirectly) which:
 - (i) violates or infringes in any way upon the rights of others, which is unlawful, offensive, obscene, defamatory, profane or otherwise objectionable which encourages conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any law or is in breach of the privacy or any other rights of a third party or of any law;
 - (ii) would tend to allow them to become liable to mislead the public, or be materially detrimental to or inconsistent with our good name, goodwill, reputation and image;
 - (iii) would impair our rights in the Safeguarding Code in Martial Arts Materials (or any part of them):
 - (iv) is commercial or promotional, except for the specific rights detailed in the Permitted Purpose;
 - (v) suggests that you or your organisation is endorsed by or affiliated with us, including holding yourself out (or holding your organisation out) as a Safeguarding Code in Martial Arts partner or brand ambassador:
 - (vi) falsely suggests a client (or other business) affiliation/relationship with us; and/or
 - (vii) is in any way affiliated to or sponsored by any company, organisations, persons, sponsors and/or media partners that contravene the objectives of Safeguarding Code in Martial Arts, including without limitation manufacturers, suppliers and retailers of alcohol, cigarette and other tobacco products, carbonated soft drinks, fast food, food or drink supplements and drugs.
- (b) you shall not amend, adapt, use or position the Safeguarding Code in Martial Arts Materials (or any part of them) so as to suggest that we, you or any of the persons appearing in the Safeguarding Code in Martial Arts Materials endorse any commercial product or service or any political party or belief without our prior approval in writing;
- (c) you shall discharge your obligations in connection with the use of the Safeguarding Code in Martial Arts Materials with all due skill, care and diligence and comply with any applicable laws, regulations and/or industry codes; and
- (d) you shall at all times (notwithstanding the termination or amendment to these Terms) be liable for, indemnify and hold us harmless (together with our officers, employees and agents) against all liabilities, actions, proceeds, costs, claims, damages and other expenses of any nature whatsoever incurred by, suffered by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of your obligations under these Terms.

6. Intellectual Property Rights

6.1 The legal and beneficial ownership of the Safeguarding Code in Martial Arts Materials, the Code Mark, the Sport England Mark and the Intellectual Property Rights belongs to us or our affiliates.

- 6.2 You agree that these Terms do not give you any ownership, any claim, any right, title or interest in or to the Safeguarding Code in Martial Arts Materials (or any part of them) except the rights of use as are specifically set out in these Terms and you hereby acknowledge and agree that the benefit of all such use by you shall at all times enure to us. You shall hold all goodwill accruing to the Safeguarding Code in Martial Arts Materials as a result of your use of the Safeguarding Code in Martial Arts Materials as bare trustee for our benefit.
- 6.3 You are not in any circumstances whatsoever permitted to amend or adapt the Code Mark in any form whatsoever, including that you do not have the right to change the size, font or colour of the Code Mark or the Lock up (as approved by us).
- 6.4 All uses of the Code Mark must be displayed by you without amendment and shall be used in accordance with our Brand Guidelines.
- 6.5 You are not in any circumstances whatsoever permitted to include any third party (whether commercial or non-commercial) brands or logos in any materials and/or content and/or at any events and activities in connection with the Services and/or the Safeguarding Code in Martial Arts Materials.

7. Protection of the Safeguarding Code in Martial Arts Materials and the Intellectual Property Rights

- 7.1 You shall not apply to register or pursue registrations of the Safeguarding Code in Martial Arts Materials (or any part of them) or any Intellectual Property Rights in your own name.
- 7.2 You shall notify us in writing of any infringements or misuses of the Safeguarding Code in Martial Arts Materials (or any part of them) and/or the Intellectual Property Rights by third parties of which you become aware.
- 7.3 We have the sole right to determine whether any action shall be taken on account of all proceedings relating to the Safeguarding Code in Martial Arts Materials (or any part of them) and/or the Intellectual Property Rights and will in our sole discretion decide what action (including litigation, arbitration or compromise) if any to take in respect of any infringement or alleged infringement of the Safeguarding Code in Martial Arts Materials (or any part of them) and/or the Intellectual Property Right or any other claim or counterclaim brought or threatened in respect of the use of the Safeguarding Code in Martial Arts Materials (or any part of them) and/or the Intellectual Property Right. We shall not be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to the Safeguarding Code in Martial Arts Materials (or any part of them) and/or the Intellectual Property Right if we in our sole discretion decide not to do so.
- 7.4 In any infringement proceedings which are brought by us, we shall be entitled to claim in respect of any loss suffered or likely to be suffered by you and shall be entitled to retain any damages awarded in respect of such claim.
- 7.5 For the avoidance of doubt, nothing herein comprises a licence to use the Code Mark in connection with or in relation to any goods or services.
- 7.6 These Terms do not grant you any rights to sub-license the Safeguarding Code in Martial Arts Materials, Logo or any Safeguarding Code in Martial Arts content whatsoever.

8. <u>Limitation of Liability</u>

8.1 We do not warrant that the use of the Safeguarding Code in Martial Arts Materials by you will not infringe the rights of any third party and exclude all implied warranties or representations to the fullest extent permitted by law.

- 8.2 Our only responsibilities with respect to the Safeguarding Code in Martial Arts Materials are set out in these Terms. To the fullest extent permitted by law, we exclude all liability for loss or damage arising out of or in connection with your use of the Safeguarding Code in Martial Arts Materials (or any part of them) or the Services for any reason except where caused by our negligence, fraud, misrepresentation or fraudulent misrepresentation. Nothing in these Terms will exclude or limit our liability for death or personal injury caused by our negligence.
- 8.3 You acknowledge that we will have no liability for any indirect or consequential losses or damage you may suffer or incur (including any loss of savings you expect to make, loss of business or business opportunity, or loss of profit or revenue) arising from your use of the Safeguarding Code in Martial Arts Materials or the Services. You hereby waive any claim or cause of action arising out of any termination or amendment of these Terms and you release us, our affiliates and our respective officers, employees and agents from any and all such claims and causes of action.

9. Termination

- 9.1 The rights granted to you under these Terms will terminate automatically upon a breach by you of these Terms.
- 9.2 We may, in our absolute and sole discretion, at any time terminate the Grant and/or terminate your rights under these Terms and/or cease to make available the Safeguarding Code in Martial Arts Materials or Services for you, including without limitation where:
 - (a) you are in breach of any of these Terms;
 - (b) we decide to discontinue the Safeguarding Code in Martial Arts Project;
 - (c) we decide to discontinue providing the Services;
 - (d) We decide to discontinue providing the Safeguarding Code in Martial Arts Materials
 - (e) we do not have available adequate money from the National Lottery to enable us to fund the continued provision of the Safeguarding Code in Martial Arts Materials and/or the Services;
 - (f) you undergo, or we reasonably believe that you have undergone or may undergo, any form of insolvency or event connected to an insolvency; or
 - (g) we determine (including without limitation on the basis of any information or notification that you provide or fail to provide pursuant to these Terms) that you are not suitable for the receipt of the Safeguarding Code in Martial Arts Materials, or for the Grant more generally; or
 - (h) we suspect that your primary purpose of receiving the Safeguarding Code in Martial Arts Materials is not in line with the Safeguarding Code in Martial Arts Project objectives.
- 9.3 We will be entitled to terminate or amend these Terms for any reason without providing notice to you.
- 9.4 Termination of these Terms will be without prejudice to any existing rights and/or claims that we may have against you, and will not relieve you from fulfilling the obligations accrued prior to such termination.
- 9.5 You acknowledge that we will have no liability arising out of any alleged wrongful termination of these Terms. You hereby waive any claim or cause of action arising out of any termination of these Terms and you release us, our affiliates and our respective officers, employees and agents from any and all such claims and causes of action.
- 9.6 On termination of these Terms:
 - (a) you will immediately cease all use of the Safeguarding Code in Martial Arts Materials; and
 - (b) all rights granted to you under these Terms or however acquired and any goodwill associated therewith shall revert and enure to us.

- 10.1 If we process any personal data under these Terms we will do so in accordance with our Privacy Policy and Cookies Policy, which can be found on the Website.

 https://www.safeguardingcode.com/mod/page/view.php?id=9. By accepting these Terms you also agree to be bound by the terms of our Privacy Policy and Cookies Policy.
- 10.2 If any provision of these Terms is held to be illegal, invalid or unenforceable in whole or in part the remainder of these Terms will continue to be valid and enforceable.
- 10.3 No failure or delay in exercising rights in accordance with these Terms shall operate as a waiver of such rights.
- These Terms do not make either party the agent of the other, nor do these Terms create a partnership or joint venture between the parties.
- 10.5 These Terms express the entire agreement between us and you.
- 10.6 You will have no right to assign, novate or otherwise transfer any of your rights, obligations and liabilities under these Terms.
- 10.7 We may assign, novate or otherwise transfer all of its rights, obligations and liabilities under these Terms to a successor body to us or to any successor distributor of National Lottery funding, and you will consent to any such assignment, novation or other transfer without delay.

The award of the Grant, these Terms and all non-contractual disputes arising in connection with the Grant shall be governed by and construed according to English law and be subject to the exclusive jurisdiction of the English Courts.

Privacy Policy

About Sport England

Sport England is a public body that works to encourage as many people as possible to become and remain physically active. Our head office is based at 21b Bloomsbury Street London, WC1B 3HF

Like all other organisations who collect and use personal data we are subject to the requirements set out in the General Data Protection Regulation (GDPR). We take our responsibility to look after personal data very seriously and we ensure that respecting privacy is at the heart of all we do.

Sport England is working with NWG Network for applications under the Safeguarding Code in Martial Arts and Synergy Learning to support, host and deliver the associated IT infrastructure and website. Both parties work as data processors on behalf of Sport England who are the data controller.

Why we need to collect your personal data

Our primary purpose for collecting personal data is to assess applicant submissions against the requirements of the Safeguarding Code in Martial Arts.

Synergy Learning will host the public facing website and store applicant data on their own secure database. Synergy Learning will set up automated notifications and communications to those who have attained or are working towards the Code. These will include:

- A welcome email upon registration for all applicants
- An annual 'health check' request for those who have demonstrated that they have met the Code's standards

NWG Network will access the database as part of the application process to:

- Review registered applicant's submissions
- To prompt incomplete or unsuccessful submissions
- To randomly externally verify submissions to confirm that standards have been met
- Anonymously report to Sport England only
- Where applicants have given consent, additional contact may be made for the specific purpose of building case studies
- Process your application
- Maintain your place in a public facing database upon completion

Sport England will receive anonymised reports from NWG Network.

The lawful basis for collecting your personal data under Article 6 of the GDPR is consent. You can withdraw this consent at any time by contacting info@nwgnetwork.org

Use of Website Cookies

This website uses cookies to improve your experience when visiting the website. Cookies are small files saved to your device that track, save and store information about your interactions with and usage of the website. This allows the website, through its server to provide you with a tailored experience within this website.

If you don't want cookies to be stored on your device, you should make the necessary changes to your device or the relevant browsers or apps.

We use the following cookies:

- Essential cookies. These are cookies that are required for the operation of our website. They
 include, for example, cookies that enable you to log into secure areas of our website, and to use
 online forms.
- Analytical cookies. This website uses Google Analytics tracking software to better understand how
 you use it. This software will save a cookie to your device in order to track and monitor your
 engagement and usage of the website, but will not store, save or collect personal information. You
 can read Google's privacy policy here for further information.
- Marketing cookies. These are used to recognise you when you return to our website. This enables
 us to personalise our content for you, greet you by name and remember your preferences. These
 cookies also record your visit to our website, the pages you have visited and the links you have
 followed. We will use this information to make our website, the advertising displayed on it and
 communications sent more relevant to your interests.

When using this site, cookies that make advertising and communications more relevant to you and your interests, and further help us to improve the site will be used.

Other cookies may be stored on your device by external vendors when this website uses adverts. These cookies are used for conversion and referral tracking and typically expire after 30 days, though some may take longer.

What personal data we will collect and how we will use it

We will collect the following personal data about you:

- First name, last name
- Email address
- Telephone number
- City/town
- Postcode
- Registered business address or primary activity venue

- Affiliated NGB (where relevant)
- If you are an individual instructor, without a DBS, we will ask you to state whether or not you have a criminal record. We will not ask you to provide details of criminal convictions or offences.
- Other personal data that you voluntarily provide during the assessment process

We will only use your personal data for the purposes listed above.

We will not make automated decisions based on the data we collect.

We will carry out limited, anonymised analysis of the data, for example to produce statistics about the number of people who have been assessed against the code by Martial Art or by location.

Who we will share it with:-

Synergy Learning

Your data will be processed via the website hosted by Synergy Learning, but no members of Synergy Learning's staff will have access to your personal data.

NWG Network

Your data will be made available to the NWG project team responsible for assessing applications.

Sport England

Your personal data will be made available to relevant Sport England colleagues for the following purposes:

- If you or a member of your workforce are part of an ongoing investigation, formally charged or convicted of any charges relating to safeguarding
- Case study construction and promotion (with consent only)
- Anonymous overall reporting on the success of the project

Third parties

Your personal data may be shared with the relevant Local Safeguarding Board if your application indicates that you have a criminal conviction and you consent to us sharing your data with them. If you or a member of your workforce are part of an ongoing investigation, formally charged or convicted of any charges relating to safeguarding.

Your personal data may also be shared with the Martial Arts Safeguarding Group, who are a partner to the scheme, if you declare that you or your workforce do not hold a coaching qualification from the list of recognised NGB coaching qualifications.

If you have indicated that you affiliate to, or are a member of, an NGB or Governing Organisation/ Franchise we will communicate with them to check your application information including, but not limited to, your DBS status, licence status and education and training and we will notify them of your certification status.

Personal data will not be shared with any other third parties, unless we are required by law to disclose it.

Your data will be held in the UK (London AWS). It will be held securely, and we will not make it available more widely than is necessary.

International Transfers

Your data will be held in the UK. We will not transfer your data to any third country outside the UK

How long we will keep your data

Once you have been inactive on our system for 24 months your data will be removed within 1 month of this date, unless you inform us beforehand that you would like your data removed.

Your rights

Under the GDPR you are entitled to:

- Access your personal data by making a subject access request
- Ask us to rectify any mistakes in your personal data and, in some circumstances, to have it erased.
- Withdraw your consent to us using your personal data at any time

If you would like to exercise any of these rights, please use the email address, info@nwgnetwork.org to make contact with us.

Should you wish to take any complaints or queries further, you have the right to contact the Information Commissioner's Office regarding such issues. Further information about how to make a complaint can be obtained at www.ico.org.uk or by telephoning 0303 123 1113

How to unsubscribe from any email alerts that you receive

If you have elected to receive information about the Safeguarding Code in Martial and would like at any time to unsubscribe from this service, please email us at info@nwgnetwork.org or click on the "unsubscribe" link at the bottom of an email.

Changes to our Privacy Policy

We may amend this Privacy Policy at any time and where we make material changes to it we will provide notice on our website. By continuing to use our services and/or our Sites, you agree to the updated Privacy Policy. If you do not agree to any changes that we make, you should not use or access (or continue to use or access) our services and/or our Sites.

How to contact us

If you have any queries about our handling of your personal data, or would like to make a complaint please contact NWG Network in the first instance and reference the Safeguarding Code in Martial Arts to the NWG DPO: info@nwgnetwork.org

You are also welcome to contact Sport England's Data Protection Officer if you have any general queries about the personal data being collected: dpo@sportengland.org