

HPA Website Terms and Conditions



Access to and use of the Hurlingham Polo Association Website (the “Website”) constitutes your acceptance of these Terms and Conditions, which take effect immediately on your first use of the Website. We at Hurlingham Polo Association (“HPA”) reserve the right to change these Terms and Conditions at any time by posting changes on the Website. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your use of the Website following such changes shall be deemed to constitute your acceptance of such changes.

1. Supply of the Website

1.1. The HPA operates the website to allow information relating to the sport of polo as governed by the HPA, our work and initiatives to be freely available.

1.2 The website also provides a portal to our membership system, operated by Sport:80. This has its own separate terms and conditions available at the login page, reproduced at https://hpa.sport80.com/policies/terms_and_conditions

1.3. HPA uses its best efforts to ensure the accuracy and reliability of information provided, however, no guarantees are given that the information contained within the website, associated with the website or linked to the website is accurate, complete or current.

1.4. We reserve the right to change website content at any time and without notice. Any information appearing on this website is issued as general information and is not warranted by HPA or any other associated sports or government body, nor should it be taken as advice. No responsibility can be accepted by HPA for any act or omission resulting from the use of information or services contained within this website.

2. Intellectual Property

2.1. The HPA owns all the intellectual property rights relating to the Website, including but not limited to its design, imagery, graphics, text, static and dynamic content. For the avoidance of doubt this includes any data, handicaps, fixtures, results and rules of the game. It may not be reproduced in part or whole without the express written permission of the HPA.

2.2. You may not copy anything on the site without the express written permission of the HPA. You are granted the right only to view the site and print material from it.

2.3. The Website, including (but not limited to) data, text, content, software, video, music, sound, graphics, photographs, illustrations, artwork, photographs, names, logos, trademarks, service marks and other material is protected by copyrights, trademarks and/or other proprietary rights. It includes both content owned or controlled by the HPA and content owned or controlled by third parties and licensed to HPA. All individual articles, reports, and other elements making up the Website may be copyright works. You agree to abide by all applicable copyright laws and by all additional copyright notices or restrictions contained in the Website.

2.4. You may not use any of the HPA’s trademarks or trade names without the HPA’s prior express written consent and you acknowledge that you have no ownership rights in and to any of those names and marks.

2.5. You agree to notify the HPA in writing promptly upon becoming aware of any unauthorised access to or use of the Website by any party or of any claim that the Website or any of the contents

of the Website infringes any copyright, trade mark, or other contractual, statutory or common law rights of any party.

3. Links to and From the Website

3.1. Websites or pages to which the Website is linked are for information only and have not been reviewed by the HPA. The HPA has no responsibility for the content of the Websites or pages linked or linking to this Website, the HPA accepts no responsibility or liability for any losses or penalties whatsoever that may be incurred as a result of any linking to any location on any linked Websites.

4. Licence And Download Rights

4.1. You acquire no rights or licences in or to the Website and/or the Content other than the limited right to use the Website in accordance with these Terms and to download on the terms set out in this section. Other than as set out in this section you may not copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit, or in any other way exploit any part of the Website.

4.2. Download is permitted by the HPA provided only that:

- (i) you make only personal, non-commercial use of such download and/or printed copy; and
- (ii) you retain on such download and/or printed copy all copyright notices and shall remain bound by the terms of such wording and notices.

4.3. Additionally, you may not offer for sale or sell or distribute over any other medium (including distribution by over-the-air television or radio broadcast or distribution on a computer network) the Content or any part thereof. You may not make any part of the Website available as part of another Website, whether by hyperlink framing on the internet or otherwise. The Website and the information contained therein may not be used to construct a database of any kind, nor may the Website be stored (in its entirety or in any part) in databases for access by you or any third party or to distribute any database Websites containing all or part of the Website.

4.4. If you would like information about obtaining the HPA's permission to use any of the Content, please email enquiries@hpa-polo.co.uk

5. Warranties and Liability Disclaimer – Important Please Read

5.1. We cannot and do not guarantee that the Website will be accessible at any given time.

5.2. We provide the Website on an “as is” basis and make no representations or warranties of any kind, express or implied, with respect to the Website or its operation or content.

5.3. We do not represent or warrant that information available on the website is accurate, current or complete, and we disclaim any and all representations or warranties, including but not limited to any warranty of merchantability or fitness for a particular purpose to the full extent permitted by the applicable law.

5.4. We shall not be liable to you or be deemed to be in breach of any agreement by reason of any delay in performing, or any failure to perform, any obligation if the delay or failure was due to any cause beyond our reasonable control.

5.5. Except in the case of death or personal injury caused by our negligence or that of our data suppliers and except in the case of fraudulent misrepresentation:

5.5.1. In no event shall we be liable to you or to any other person or entity, in any manner (including negligence) for loss or damage of any kind arising from the use of the Website, including but not limited to direct, indirect, actual, incidental, punitive, special or consequential damages, lost income, revenue or profits, lost or damaged data, or other commercial or economic loss, that result from your use of, or inability to use, the Website, even if the HPA has been advised of the possibility of such damages are foreseeable. By using the Website you agree that this limitation will apply to all services, content, goods or services available through the Website; and

5.5.2. Without limiting the effect of clause 5.5.1, you agree that in no event shall our total liability to you for all damages, losses and causes of action of any kind exceed the amount, if any, you have paid us for any goods or services purchased from us.

6. Privacy Policy

You agree that you have read our [Privacy Policy](#) and that you agree to its terms.

7. Termination

7.1. We shall (without limiting any other remedy) be entitled to terminate any Agreement by giving you notice if you commit any breach of these Terms and Conditions.

7.2. Either party is entitled to terminate any Agreement if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

8. General

8.1. These Terms and Conditions (together with the Privacy Policy) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

8.2. A notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to the other party via their email address or at their registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

8.3. No failure or delay by either party in exercising any of its rights under any Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of any Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.4. If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

9. Language Applicable law and Jurisdiction

The language applicable to these Terms and Conditions is English. English law shall apply to these Terms and Conditions and you and we submit to the exclusive jurisdiction of the English courts in relation to any dispute which may arise from or in relation to them.

10. Definitions

"Privacy Policy" means our privacy policy which may be accessed by following this link: [Privacy Policy](#)

"We, us or our" means the Hurlingham Polo Association a company limited by guarantee (company number 05049372) whose registered office principal place of business and address for service is at Manor Farm, Little Coxwell, Faringdon, Oxfordshire SN7 7NL;

"You" or "your" means any person or entity visiting the Website.