



## **PARENT/PLAYER REGISTRATION – “I CONSENT”**

### **Incorporating Hertford Town Youth FC terms and conditions and privacy and data protection policy.**

**Published – May 2018**

By selecting the “I Consent” option in the Loveadmin Online registration system for Hertford Town Youth FC you are agreeing to abide by the club terms and conditions detailed below and its policies (available for download on the Hertford Town Youth FC Website. Please read these terms carefully:

By using the Hertford Town Youth FC website, the user (“user”, “member” or “you”) agree to the following terms of use. If you do not agree to these terms of use, you should exit the website.

Ownership: [www.hertfordtownyouth.co.uk](http://www.hertfordtownyouth.co.uk) is the only official website of Hertford Town Youth FC (“HTYFC”) and is operated and managed by Hertford Town Youth; 23-25 Maidenhead Street, Hertford Hertfordshire, SG14 1DW. (HTYFC being “the operators” or “we” for the purposes of these terms of use and privacy policy.)

Contents of the Website: All of the content of this website (which includes without limitation all graphics, text, images, photographs, illustrations, and the design, selection and arrangement thereof) is protected by copyright and/or trademark. Other proprietary trade marks and trade names may be featured on this website from time to time and remain the property of their respective owners. Limited license; restrictions: You are granted a limited license to download the materials contained on this website to a single personal computer, and to print a hard copy of the materials contained on this website, solely for personal, non-commercial use, and provided all copyright, trade mark and other proprietary notices are left intact. In all cases HTYFC must be acknowledged as the source of the material. Use of the materials contained on this website on any other internet site is strictly prohibited. The grant of this limited license is conditional upon your agreement to and compliance with all these terms of use. Any other use of any of the materials on this website including reproduction (for any purposes other than those noted above), modification, distribution, or republication, without the prior written permission of HTYFC is strictly prohibited, and is a violation of the proprietary rights of one or all of the operators.

Downloading of Software: If you download any software from this website, the software, including any images or files incorporated in or generated by the software, and data accompanying the software (collectively, the “software”) are subject to the limited license set out above. The operators and/or their respective suppliers (as the case may be) retain all right, title, interest and intellectual property rights in and to the software. You may not distribute, sell, or transmit the software and you are not permitted to alter, modify or adapt the software, including but not limited to translating, decompiling, reverse engineering, disassembling, or creating derivative works of it.

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Registered Charity No. 1104117



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**Users of This Website:** The user of this website assumes all costs arising as a result of the use of this website. **Limitation of liability:** To the fullest extent permitted by applicable laws, none of the operators nor any of their respective directors, employees, affiliates or other representatives will be liable for any loss or damages (whether direct or indirect and whether caused by negligence or otherwise) arising out of or in connection with the use of, or inability to use, the materials in and/or facilities or services offered through this website, including, but not limited to, indirect, special or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties (even if any or all of the operators have been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable). If this clause is unenforceable in whole or in part in any jurisdiction due to relevant laws, then in no event shall the total liability to you of all of the operators and their respective directors, employees, affiliates or other representatives for all damages, losses, and claims (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for accessing this website. Nothing in this clause shall limit or exclude any liability for death or personal injury resulting from negligence. **Indemnification:** You agree to defend, indemnify and hold harmless all of the operators and their respective directors, officers, employees and agents

from and against all liabilities, claims, damages, costs and expenses, including attorneys' fees arising out of: your use of the website; any material you post, upload, e-mail or otherwise transmit using the site; or your violation, HTYFC each or alleged violation or HTYFC each of these terms of use.

**Children under 18:** If you are under 18, you must ask your parent(s), carer or guardian before you E-mail or message the website, or ask us to send anything to you; Send any information to us; Enter any content or game that requires information about you or offers a prize; Post any information on any bulletin board or enter any chat room; Buy anything online. By continuing to use this website and any of the services offered, you are confirming that you have received the consent of your parent(s), carer or guardian.

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**Governing Law:** Those who choose to access this website do so at their own risk and on their own initiative and are responsible for compliance with all applicable local laws. These terms shall be governed by and construed in accordance with the laws of England. Any dispute under these terms shall be subject to the exclusive jurisdiction of the courts of England (subject to appeal) and, by using this website, you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections as to jurisdiction or venue in such courts.

**Miscellaneous:** Any waiver of any provision of these terms must be in writing signed on behalf of HTYFC to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. If any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions. These terms represent the entire understanding and agreement between the parties relating to the subject matter herein and supersede any and all prior statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by you and on behalf of HTYFC.

### **Privacy & Data Protection Policy**

**General Statement of Intent:** Hertford Town Youth FC ("HTYFC") takes the privacy of its members very seriously. This policy relates to all personal data requested, stored and used by HTYFC in the pursuance of its activities. HTYFC takes reasonable care of all personal information and ensures it is kept secure and prevents any unauthorised access or unlawful use of it. All information is processed in accordance with the applicable UK data protection legislation and The General Data Protection Regulation (GDPR).

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Collection of personal information: HTYFC will request members provide information at point of registration and at other times dependent on special events and activities, therefore the information requested will vary depending on the reason for the collection. The information provided includes, but is not limited to, name, age, home address, telephone numbers, email address and any medical information. In some instances, the provision of certain information will be mandatory.

Storage of Personal Information: HTYFC stores information in respect of the club membership electronically and, where necessary, in paper format. All electronic data is held in a secure manner. Access to this data is strictly controlled by the members of Committee assigned to that specific task that holds such data. Individual team and associated member data in electronic or paper format is accessible by the Communication Officers, Registration

Secretary, Treasurer, Club Secretary and Chairman. Individual team data in electronic or paper format is held by the Manager and Coaching staff (as required) of the team.

Data security at HTYFC: HTYFC is committed to the secure storage of all user data, whether that be personal information or data important to your club.

Loveadmin Online take's the security of your information very seriously. Information is stored securely on dedicated servers housed in a 2000 m2 purpose built data center. When transferring data between PSO servers and the user's computer (administrators and members), we use the same technology as banks and financial institutions - SSL (Secure Socket Layer) to protect the information. Whether accepting payment by Debit / Credit Card or by Direct Debit (UK Clients), you can be safe in the knowledge your financial information is fully protected.

Loveadmin Online has integrated two industry leading payment providers - PayPal and GoCardless:

This works through a combination of programs and encryption/decryption routines meaning your information is kept safe in transmission. The secure connection is highlighted in your browser address bar where you will see HTTPS in green indicating the connection is secure.

GoCardless uses military grade encryption to keep financial information safe. Registered with the FCA, GoCardless accesses the Direct Debit network through its sponsor bank, The Royal Bank of Scotland.

Direct Debit is the UK's preferred way to take regular payments with over £1 trillion collected each year.

Direct Debit payments are backed by the Direct Debit Guarantee which protects customers from payments taken in error. In the case of any incorrect or fraudulent payments, the payer is entitled to

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a full and immediate refund from their bank giving members who pay by Direct Debit complete peace of mind.

Administrative access to PaySubsOnline.com membership software is through a unique username and password which have been authenticated and encrypted for maximum security.

Members access their account through a system generated password. Members are encouraged to change their password when they first login.

No financial information (bank details, credit card information etc) is held by PaySubsOnline.com - this information is held securely by our payment facilitators (GoCardless).

HTYFC does not offer financial transactions by PayPal.

**Use of the Personal Information:** HTYFC will use personal information for the purposes of running the club and the team and members within it. It is also used for the purpose of verifying member's identity, responding to enquiries, sending information to members and registering that player with the league of the team they are playing for. HTYFC holds appearance information for the purposes of club records. The HTYFC website and club form will hold members data in teams to support communication of team activities, the team set up, team communications and team progress. Our website may contain links to other sites. Please be aware that HTYFC is not responsible for the privacy practices of any third-party website and users are to be aware when they leave the website of HTYFC that they need to read the privacy statements applicable on the other sites they are linked to.

**Updating of Personal Information and Circumstances:** In the event that there is a change to a member's personal information or circumstance, e.g. their contact details or leaving the club, the team manager must be informed by the member. The team manager is required to ensure the Club Secretary is informed ASAP to ensure all Club records are maintained as accurately as possible.

**Access to Members Personal Information:** Members and their parents have the right to access the information that HTYFC holds about them. In order to do this a written application is to be made to the Club Secretary at the Club by emailing: [secretary@hertfordtownyouth.co.uk](mailto:secretary@hertfordtownyouth.co.uk). Such information will be provided within 30 days. Member personal data is only held on the Loveadmin Online system and members may access this at any time via the online login process.

**Disposal of Personal Information:** Data will be disposed of securely and permanently as required.

**Data Retention:** Data obtained via the registration process is only kept for the period you remain a member with HTYFC and a further 2 years after you leave the club, unless you request it be deleted sooner. Any member leaving HTYFC must inform the Club Secretary by emailing [secretary@hertfordtownyouth.co.uk](mailto:secretary@hertfordtownyouth.co.uk) so we can securely schedule the deletion of the data.

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