

Terms and Conditions

1. About these Terms and Conditions

1.1. Access to and use of westmerciascouts.org.uk (the website) both within the UK and internationally is provided by Cambridgeshire Scouts (CS). These terms apply to your use of the website and shall take effect immediately from your first use of the website and thereafter. Please note, in order to use the website you must agree to be bound by all the terms provided (Please note, if you do not agree to be bound all the terms herein, CS does not permit you to access, use and/or contribute to the website).

1.2. CS may change these terms from time to time and so you should check these on a regular basis. Your continued use of the website will be deemed acceptance of any updated or amended terms. If you do not agree to the changes, you should cease using the website. If there is any conflict between these terms and specific local terms appearing elsewhere on the website then the latter shall prevail in relation to the matter to which it specifically relates.

2. Use of the website and the community rules

2.1. You agree to use the website only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the website. Prohibited behaviour includes harassing or causing distress

or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the website.

2.2. You agree to use the website (including communication tools e.g. message boards/email facilities) in accordance with the following community rules which apply across all the website community sites and services (Please note, you should read the local house rules of the particular site or service you are using for any local variations to the following COMMUNITY RULES:

(i) Your posts/messages/contributions:

- (a) MUST be civil and tasteful;MUST be patient: remember users of all ages and abilities may be taking part in the relevant website community;
- (b) MUST NOT be disruptive, offensive or abusive: contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble;
- (c) MUST NOT be unlawful or objectionable: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is unacceptable;
- (d) MUST NOT contain spam or off-topic material: CS does not allow the submission of the same or very similar contributions many times. Please do not re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas;
- (e) MUST NOT contain advertising or promotions of a business or commercial nature;
- (f) MUST NOT be an impersonation of another or purport to be contributed by another;
- (g) MUST NOT use inappropriate (e.g. vulgar, offensive etc) user names;

- (h) MUST NOT deliberately misuse the complaints facility. If you persist in doing this, action may be taken against your account;
- (i) MUST NOT contain URLs: website addresses can only be posted if allowed under any relevant local house rules;
- (j) MAY BE REMOVED if containing languages other than English unless this is specifically allowed in the relevant local house rules.

(ii) Safety:

We advise that you never reveal any personal information about yourself or anyone else (for example: telephone number, postal address, home address or email address or any other details that would allow you or that other person to be personally identified) in any website community.

(iii) Legal requirements. You:

- (a) MUST NOT submit or share any defamatory or illegal material of any nature in the website communities. This includes text, graphics, video, programs or audio;
- (b) MUST NOT contribute material to any website community with the intention of committing or promoting an illegal act;
- (c) MUST NOT violate, plagiarise, or infringe the rights of CS or third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights;
- (d) MUST ONLY submit or share only contributions which are your own original work.

(iv) If you are under 16 years old:

- (a) Please get a parent's or carer's permission before taking part in any website community;
- (b) Never reveal any personal information about yourself or anyone else (for example, school, telephone number, your full name, home address or email address).

(v) Breach of these of website or community rules:

- (a) If you breach the use of website or community rules upon request you will be sent an email which informs you why your contribution has been refused or edited. This email will also include a warning that continuing to break the rules may result in action being taken against you. This action may include any content posted by you being checked before being allowed to go on the site or a temporary or permanent suspension of your ability to participate in any or all of the website community areas.
- (b) If you submit or share offensive or inappropriate content to with any website communities or anywhere else on the website or otherwise engage in any disruptive behaviour on the website, and CS considers such behaviour to be serious and/or repetitive, CS may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, Scouting line-manager, school or email provider about the infringement(s).
- (c) CS reserves the right to delete any contribution at any time, for any reason.

3. Intellectual Property

3.1. All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the website and all content (including all applications) located on the website shall remain vested in CS or its licensors (which includes other users).

3.2. You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use website content in any way except for your own personal, non-commercial use or non-commercial use directly related to Scouting within the UK. You also agree not to adapt, alter or create a derivative work from any website content except for your own personal use. Any other use of the website content requires the prior written permission of CS.

3.3. The names, images and logos identifying CS, The Scouts (TS), or third parties and their products and services are subject to copyright, design rights and trade marks of CS/TS and/or third parties. Nothing contained in these terms shall be construed as conferring any licence or right to use any trade mark, design right or copyright of CS/TS or any other third party.

4. Your Contributions to CS and/or the website

4.1. By sharing any contribution (including any text, photographs, graphics, video or audio) with CS you agree to grant to the CS, free of charge, permission to use the material in any way it wants (including modifying and adapting it for operational and editorial reasons) for CS's services in any media worldwide (including on CS's site accessed by international users). In certain circumstance CS may also share your contribution with trusted third parties.

4.2. Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it.

4.3. In order that CS can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any UK laws, that you have the right to give CS permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your contribution or the consent of their parent/carer if they are under 16.

4.4. CS normally shows your name with your contribution, unless you request otherwise, but for operational reasons this is not always possible. CS may need to contact you for administrative or verification purposes in relation to your contribution, or in relation to particular projects.

4.5. Please do not endanger yourself or others, take any unnecessary risks or break any laws when creating content you may share with CS.

4.6. If you do not want to grant CS the permission set out above on these terms, please do not submit or share your contribution to or with the website.

5. The website communities

5.1. In order to participate in and contribute to selected website communities you may be required to register with the website. Any personal information supplied to the website as part of this registration process and/or any other interaction with the website will be collected, stored and used in accordance with CS's website privacy statement.

6. Disclaimers and Limitation of Liability

6.1. The majority of content posted in the website communities is created by Scouting volunteers and members of the public. The views expressed are theirs and unless specifically stated are not those of CS. CS are not responsible for any content posted by Scouting volunteers or members of the public on the website or for the availability or content of any third party sites that are accessible through the website. Any links to third party websites from the website do not amount to any endorsement of that site by CS and any use of that site by you is at your own risk.

6.2. The website content, including the information, names, images, pictures, logos and icons regarding or relating to CS, its products and services (or to third party products and services), is provided 'AS IS' and on an 'AS AVAILABLE' basis. To the extent permitted by law, CS excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. CS does not guarantee the timeliness, completeness or performance of the website or any of the content. While we try to ensure that all content provided by CS is correct at the time of publication no responsibility is accepted by or on behalf of CS for any errors, omissions or inaccurate content on the website.

6.3. You agree to indemnify CS and/or CS's officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of the website.

6.4. Nothing in these terms limits or excludes CS's liability for death or personal injury caused by its proven negligence. Subject to the previous sentence, CS shall not be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise):

- (a) loss of data;
- (b) loss of revenue or anticipated profits;
- (c) loss of business;
- (d) loss of opportunity;
- (e) loss of goodwill or injury to reputation;
- (f) losses suffered by third parties; or
- (g) any indirect, consequential, special or exemplary damages arising from the use of scouts.org.uk regardless of the form of action.

6.5. CS does not warrant that functions available on the website will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

7. General

7.1. If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the

jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

7.2. The failure or delay of CS to exercise or enforce any right in these terms does not waive CS's right to enforce that right.

7.3. These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.

If required, please contact Cambridgeshire Scouts about these terms of use at:

Cambridgeshire Scouts

3 Bramley Road

St. Ives

Cambridgeshire

PE28 3WS