

## 1. About This Agreement

This Agreement is a legal document which sets out your rights and obligations and those of "1<sup>st</sup> Wolds Scouts" (a charity registered in England under registration no. 702351), "www.1stwolds.org.uk", "we" or "us", in relation to this site and the services offered through the "www.1stwolds.org.uk" Service. By registering for www.1stwolds.org.uk, you agree to the terms of this Agreement, and you confirm that agreement every time you use it.

Visitors to www.1stwolds.org.uk who do not register (see clause 4 below) also agree that they are bound by this Agreement each time they access www.1stwolds.org.uk. This Agreement may change as specified in clause 15 of this Agreement. In order to use www.1stwolds.org.uk, you must have Internet access and all the software and ability to use the web and email.

"Scout Unit" refers to a Scout Group, District, County/Area or National/Area or National Unit of The Scout Association.

"User" refers to either the subscriber, any visitor to the web site or persons permitted to use the service.

## 2 Personal Information and Data Protection

The Personal Information and Data Protection Statement forms part of this Agreement and must be construed in conjunction with this Agreement. www.1stwolds.org.uk will take every precaution to avoid personal data being used for improper purposes.

## 3. Types of membership

People who sign up to www.1stwolds.org.uk must be "members".

## 4. Operation of the service

www.1stwolds.org.uk reserves the right to withdraw or modify one or more aspects of the www.1stwolds.org.uk where we have legal or technical reasons to do so.

www.1stwolds.org.uk is intended to be used by its members for the purposes referred to in Clauses 3 and 4. Accordingly, members must not use the access to www.1stwolds.org.uk, or information gathered from it, for the sending of unsolicited bulk email (known as spamming).

There may also be times when www.1stwolds.org.uk becomes unavailable, (on a planned or unplanned basis). For security or other reasons, we may require you to change your password or other information, which facilitates access to www.1stwolds.org.uk.

## 5. Information posted on the site by members

The User should be aware that www.1stwolds.org.uk does not pre-screen or monitor all of the material contributed by members. However we do randomly monitor the site to support the Child Protection Policy of The Scout Association.

We reserve the right, if a member appears to us to be in breach of any provision of this Agreement: (a) to suspend or terminate any member's access to

www.1stwolds.org.uk, or parts of it, (b) to edit, or require the member to edit material posted on www.1stwolds.org.uk.

Any person whose access has been suspended or terminated must not re-register for, or re-access, www.1stwolds.org.uk without our prior consent. Each member is responsible for everything which is done on or through www.1stwolds.org.uk while their membership account is logged on to www.1stwolds.org.uk, or through their email address(es).

#### 6. Withdrawal of material and termination of membership

Each member acknowledges that www.1stwolds.org.uk are entitled to withdraw any material on the site which appears whether based on information received from members or others, or our own determination to be capable of breaching any part of this Agreement, or to bring www.1stwolds.org.uk into disrepute. Each user acknowledges that www.1stwolds.org.uk does not monitor all material, which appears on the site.

The User is held responsible for ensuring that no material used on this service will:

Cause offence or be of a threatening or obscene nature.

Infringe the Intellectual Rights of a third party.

Breach the laws of this Country or the Country where message is destined.

If you see anything on www.1stwolds.org.uk which you think would cause offence, appears inappropriate or you feels infringes this Agreement, then please inform us by emailing us at [www.1stwolds.org.uk@scout.org.uk](mailto:www.1stwolds.org.uk@scout.org.uk).

#### 7. New Products and services

www.1stwolds.org.uk, the Scout Association or its affiliates may in the future offer new services through www.1stwolds.org.uk from time to time. Your use of these services may be subject to additional terms and conditions or rules of use. These terms or rules will be notified to you in an appropriate manner (as determined by www.1stwolds.org.uk in its reasonable discretion). Any failure by you to comply with a material provision of the terms or rules governing those services will constitute a breach of this Agreement.

#### 8. Disclaimer

www.1stwolds.org.uk has no control over or responsibility for the accuracy of any material available on the site, whether provided by members or others.

If any third party sites are linked to or from www.1stwolds.org.uk, this does not mean that we endorse or have any responsibility for the site in question or anything which appears on it. Even though members are prohibited from doing so, people may provide information, or otherwise behave, in a way that is misleading or even illegal. Contributors may not necessarily be who they say they are. Your use of www.1stwolds.org.uk is entirely at your own risk.

Accordingly, to the extent that the law permits, you release The Scout Association and www.1stwolds.org.uk's paid contractors, volunteers and employees from all liability arising out of or in connection with www.1stwolds.org.uk and the material included.

#### 9. Ownership of Intellectual Property

The User acknowledges that all copyright, trademarks, and other intellectual property rights in and relating to [www.1stwolds.org.uk](http://www.1stwolds.org.uk) (including the material, which is contributed by members) are owned by The Scout Association. There is no permission granted or implied to distribute or copy any information or derivative works herein contained without the express permission of The Scout Association.

There is an implied consent that all material submitted to [www.1stwolds.org.uk](http://www.1stwolds.org.uk) will be treated as the sole property of [www.1stwolds.org.uk](http://www.1stwolds.org.uk) and will not be subject to royalties, licence or any form of control.

#### 10. Indirect or Consequential Loss and Indemnity

[www.1stwolds.org.uk](http://www.1stwolds.org.uk) or The Scout Association will not be liable to the User or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). [www.1stwolds.org.uk](http://www.1stwolds.org.uk) or The Scout Association will also not be liable for any failure to perform of its obligations under this Agreement caused by matters beyond its reasonable control.

The User will hold harmless any claims that arise against [www.1stwolds.org.uk](http://www.1stwolds.org.uk) or The Scout Association from a breach of this agreement by themselves or any third party he or she authorises to use the service.

#### 11. Limitation on Liability

The total liability of [www.1stwolds.org.uk](http://www.1stwolds.org.uk) and The Scout Association is limited to the total subscription by the User over a twelve month period.

#### 12. Statutory Rights of the Consumer

Nothing in this Agreement limits [www.1stwolds.org.uk](http://www.1stwolds.org.uk)'s liability for death or personal injury resulting from our negligence, or any other liability, which may not by law be excluded. Any statutory rights you may have as a consumer remain unaffected.

#### 13. Assignment

We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement. You may not without the written consent of [www.1stwolds.org.uk](http://www.1stwolds.org.uk) assign or dispose of this Agreement.

#### 14. Changes to this Agreement

[www.1stwolds.org.uk](http://www.1stwolds.org.uk) reserves the right to change this Agreement from time to time, and post the new version on [www.1stwolds.org.uk](http://www.1stwolds.org.uk) website. When we do so, we will notify you that that there are changed terms and conditions by placing a note on the site ([www.1stwolds.org.uk](http://www.1stwolds.org.uk)). The new version of these terms and conditions will then take effect, and will govern all [www.1stwolds.org.uk](http://www.1stwolds.org.uk) services and your relationship with [www.1stwolds.org.uk](http://www.1stwolds.org.uk):

eight weeks after the date of posting on the site or on a date that [www.1stwolds.org.uk](http://www.1stwolds.org.uk) indicates in the relevant posting if any of the changes is to an operative provision of this Agreement which is capable of adversely affecting you. If you do not wish to be governed by the new version of the Agreement, you may notify us on or before the

date when the new version of the Agreement is to take effect, and from that date you must cease to use [www.1stwolds.org.uk](http://www.1stwolds.org.uk); or

immediately upon the date of posting (or such later date as [www.1stwolds.org.uk](http://www.1stwolds.org.uk) indicates in the relevant posting), if the changes are not capable of adversely affecting you - examples of which would include, without limitation, changes to one or more of [www.1stwolds.org.uk](http://www.1stwolds.org.uk)'s addresses or email addresses referred to in this Agreement.

#### 15. Severability

In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

#### 16. Legal Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

#### 17. Entire Agreement

This Agreement includes the [www.1stwolds.org.uk](http://www.1stwolds.org.uk) Privacy Policy. Together they contain the whole of the Agreement between us and members concerning [www.1stwolds.org.uk](http://www.1stwolds.org.uk) and they replace all earlier agreements and understandings with members, except for any fraud or fraudulent representation by either of us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.