

TERMS OF WEBSITE USE

The following agreement, together with the **RNCSF** Privacy Policy and the Online Hub Rules referred to within (this **Agreement**) sets out the terms of use on which You make use of the website at **www.royalspringboard.org.uk** (the **Website**) as a guest. Please read this Agreement carefully before You start to use the Website. By using the Website, You indicate that You accept and agree to abide by this Agreement.

If You do not agree with the terms of this Agreement and the Privacy Policy, please do not use the Website.

Information about Us

The Website is owned and operated by RNCSF a charity registered with the Charity Commission for England and Wales under registered charity number 1167491 and a company limited by guarantee registered in England and Wales under company number 10180187 whose registered office is at McCarthy Denning, 70 Mark Lane, London, EC3R 7NQ. (the **Provider**).

1. Use of the Website and the Contract Between Us

1. In this Agreement the term “You” means the individual becoming an unregistered visitor to and user of the Website and ‘Your’ shall be construed accordingly.
2. You agree to only use the Website in accordance with this Agreement and all applicable laws.
3. The offer by the Provider to provide information about RNCSF and Your acceptance of that offer by visiting the Website brings into existence a legally binding contract between us.
4. This Agreement is a contract for the provision of information and services and nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of agent and principal or the relationship of employer and employee between the You and the Provider.

2. Obligations of the Provider

1. The Provider shall:
2. provide information about RNCSF to visitors to the Website;
3. provide an administrator for the Website;
4. where possible moderate the content of information added to the Website by You and other third parties;
5. The information and services shall be provided free of charge.

3. Permitted Use

1. You may use the Website for lawful purposes only.
2. You warrant that You shall not register with the Website more than once.
3. You agree that the webmaster, administrator and moderators of the Website have the right to remove, edit, move or close any item or activity on the Website at any

time should they see fit. You agree to any information You have entered above being stored in a database.

4. You agree to the terms of the disclaimer as stated at Clause 10 of this Agreement.
5. You may use the information available on the Website to obtain information on the Provider and its services in accordance with this Agreement.

4. Prohibited Use

1. You may not use the Website:
 1. in any way that breaches any applicable local, national or international law or regulation;
 2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 3. for the purpose of harming or attempting to harm minors in any way.
2. You agree that You will not:
 1. reproduce, duplicate, copy or sell any part of the Website in contravention of this Agreement;
 2. access without authority, interfere with, damage or disrupt:
 1. any part of the Website;
 2. any equipment or network on which the Website is stored; or
 3. any software used in the provision of the Website.

5. Content You contribute

1. You agree that You shall abide by the contents standard as set out in this Clause 5 when You make any contribution to the Website and that any contribution You make must be:
 1. accurate (where facts are stated);
 2. genuinely held (where opinions are stated);
 3. comply with applicable laws in the UK and in any country from which it is posted.
2. You agree that You shall not:
 1. post any abusive, obscene, vulgar, defamatory, hateful, threatening, sexually-oriented or any other material that may violate any applicable laws. Doing so may lead to You being immediately and permanently banned (and Your service provider being informed). The IP address of all posts is recorded to aid in enforcing these conditions;
 2. send, knowingly receive, upload, download, use or re-use any material which does not comply with the standards set out in this Agreement;

3. transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation including conducting or forwarding surveys, questionnaires, contests and chain letters (spam);
4. post any advertising material on the Website without the prior written consent of the Provider. You accept that any such written consent may be subject to payment;
5. place any web-links on any part of the Website to any website;
6. knowingly transmit any data, send or upload any material that contains any viruses or other harmful programmes designed to adversely affect the operation of any computer software or hardware used in the operation of the Website.

6. Uploading material to the site and editing material on the site.

1. Whenever You make use of a feature that allows You to upload material to the Website, edit existing material on the Website, or post contributions to the Website You must comply with terms of this Agreement and, where applicable, the Online Hub Rules. You warrant that any such contribution does comply with the minimum standards set out in this Agreement (and, where applicable, the Online Hub Rules) and that You shall indemnify the Provider for any breach of that warranty.
2. The Provider shall moderate the content of the Website. Whilst the administrators and moderators will attempt to remove or edit any generally objectionable material as quickly as possible, it is not possible to review every contribution. Therefore You acknowledge that all contributions made to the Website express the views and opinions of the author(s) and not the administrators, moderators or webmaster (except for posts by these people) and hence the Provider will not be held liable for those contributions.
3. Subject to the terms of the Provider's Privacy Policy, the Online Hub Rules and Clause 6.4 below, whilst information and contributions posted on the Website outside of the public areas of the Website will not be disclosed to any third party without Your consent, the webmaster, administrator and moderators cannot be held responsible for any hacking attempt that may lead to the data being compromised.
4. The Provider may disclose information in respect of any information or material posted on the Website to the relevant authorities should it reasonably believe that criminal activity is taking place or it believes that an individual or a group of individuals are at risk of harm.
5. The Provider reserves the right at its sole discretion to disregard, delete or omit any contribution offered by You or any other third party to the Website, particularly, but not limited to information that is illegal, not in the best interests of the users of the Website or contrary to public policy or the policies of the Provider.

7. Intellectual Property Rights

1. All copyright and other intellectual property rights in the materials on the Website are owned by the Provider unless otherwise indicated.
2. Where organisations linked to the Provider have elected to provide their branding and any other intellectual property on any part the Website in agreement with the Provider they retain ownership of all such rights.
3. In respect of material provided by You copyright remains with You and You hereby grant a non-exclusive, perpetual, worldwide, royalty-free, sub-licensable and transferable licence to the Provider to use, reproduce, distribute, prepare derivative works of, and display the content in connection with the Website and the Provider's business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. Contributors of material to the Website also grant a licence to users of the Website to use such material on the terms of this Agreement.
4. You may download, print or copy any material from the Website that You wish, provided it is for Your own personal use and You keep in place all original copyright notices or other intellectual property notices. In such case if the material is not used in its original format the source must always be acknowledged as follows "*taken from www.royalspringboard.org.uk, a free on-line resource from Royal SpringBoard. © 2018 Royal National Children's SpringBoard Foundation*".

8. Termination

1. The Provider may terminate this Agreement and Your use of the Website as an unregistered guest at any time without notice.
2. Any licence granted to You under this Agreement may be terminated by the Provider:
 1. immediately by notice;
 2. automatically if materials from the Website are misused or used by You or us as a result of Your acting without a credit for the copyright holder or the Provider.
3. You can terminate this Agreement at any time by unsubscribing from the Website by email. The termination will take effect three business days after the receipt of Your notice. The Provider's contact details are available on the Website under "contact us".
4. For the avoidance of doubt any licence granted by You to the Provider will not terminate on the termination of this Agreement.

9. Limitation on Liability

1. Neither the Provider nor any linked organisation shall be liable to You or to any other person or entity in any way, whether arising under contract, tort (including negligence) or otherwise, for damages of any kind arising from the use of the Website, including, but not limited to, direct, indirect, incidental, punitive or consequential damages, lost 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.

2. Neither the Provider nor its linked organisations shall be liable in any way whatsoever for any loss, cost, claim or other damage howsoever caused by any third party including those whose details can be found on the Website or may otherwise be communicated to You by the Provider.
3. If this limitation of liability provision shall be deemed unenforceable, either in whole or in part, then such parts as are unenforceable shall be deleted, the remaining parts shall remain in full force and effect and the liability of the Provider and any of its linked organisations shall be limited to the greatest extent permitted by law.
4. Nothing in this Agreement shall exclude or limit the liability of the Provider for:
 1. death or personal injury arising from its negligence; or
 2. liability arising from fraud.

10. Disclaimer of Warranty

1. Materials posted on the Website are for information only and are not intended to amount to advice on which reliance should be placed.
2. The Provider disclaims all liability and responsibility arising from You or anyone who may be informed of any of the Website's contents placing any reliance on such materials. Prior to using any of the materials on the site You should consider whether You need to obtain any legal or other professional advice such as advice from an appropriately qualified legal advisor.
3. Advertisements posted on the Website by suppliers or any other third parties are for information only. The Provider does not monitor the content of all the advertisements on the Website and does not make any representations as to their accuracy or otherwise. Any dealings You may have with those suppliers or other third parties are entirely at Your own risk.
4. Separate terms and conditions may apply to certain products, services and materials available through the Website. In which case this will be brought to Your attention. Subject to this, no express or implied warranties of any kind are made in respect of the Website or the products, services and materials available through it.
5. The Provider does not warrant that the Website will operate uninterrupted or error/virus free or that the information on the Website is accurate or complete.

11. Links to Other Companies or Organisations

1. The Website provides web-links (and other contact details) to other websites that offer products, services and materials the Provider thinks will be of interest to You. Some of these websites are operated in conjunction with other companies/organisations and some are operated solely by independent companies/organisations. The Provider has no control over such websites and resources and accepts no liability for any products, services, materials or information contained on or available through linked websites or otherwise provided by any other company/organisation referred to on the Website. These

links are provided purely for Your convenience but the Provider does not endorse the material on these websites.

2. No linked websites are covered by this Agreement, therefore, You should check what terms cover the use of these websites before using them.
3. You may only create a link to the Website with the Provider's prior written permission. The Provider reserves the right to remove any links to the Website that it deems are inappropriate without notice.

12. Data Protection and Privacy

1. We are permitted to process Your Personal Data (as defined by the Data Protection Act 1998) in accordance with our [Privacy Policy](#).
2. We use cookies on the Website as set out in our [Cookie Policy](#).
3. We use code on the Website which allows us to collect IP addresses and track back to identify companies which access the Website and individual pages.

13. Changes to the Terms of Use Policy

1. From time to time the Provider may add new features to the Website and enhance the level of service that the Provider offers to You. This may lead to changes in this Agreement. Any such changes will be notified to You by the Provider updating this Agreement and Your subsequent use of the Website will be deemed to signify Your acceptance of the changes.

14. Waiver

1. No failure or delay by the Provider to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15. Third Party Rights

1. A person who is not a party to this Agreement shall not have any rights under or in connection with it and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

16. Entire agreement

1. This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save that neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied).

17. Jurisdiction and Law

1. This Agreement is governed by the laws of England.

2. The parties irrevocably agree that the courts in England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.
3. The place of performance shall be England.

This Agreement was last updated on: 12th June 2024.