

## Terms of Service

### User terms

Use of the website and services available at [www.proactiveyoungpeoplecic.co.uk](http://www.proactiveyoungpeoplecic.co.uk) ("PYPCIC" or the "Site") and the services provided via third parties on the Site are conditional upon you accepting the following terms and conditions including our Privacy Policy and Cookies Policy (together the "Terms and Conditions"). Unless otherwise specified, your acceptance of the Terms and Conditions shall be indicated by your use of and/or registration with the Site. The Site is provided by Proactive Young People Community Interest Company, Proactive Unit 7, Bernhard Nurseries, Straight Mile, Bourton, Rugby, Warwickshire, CV23 9QQ.

These Terms and Conditions form our entire agreement with you in respect of use of the Site and supersede any prior agreement or arrangement with you in respect of the Site. Unless the context otherwise requires, references to "you" and "your" in these Terms and Conditions shall relate to you.

### Use

The Site is designed for your personal, non-commercial use and you must not use it in any other way without our consent. Except as permitted under applicable law, you must not use, copy, translate, publish, licence or sell any materials or information on the Site or the structure, overall style and program code of the Site without our consent. If you wish to make a request for consent, please contact us at [info@proactiveeducation.co.uk](mailto:info@proactiveeducation.co.uk)

### Intellectual Property

The content of the Site (including, but not limited to all text, imagery and artwork) is protected by copyright. The copyright is owned by us or is otherwise licensed from a third party for use by us. The Site contains registered and unregistered trade marks which we either own or are licensed to use. The authors of the documents appearing on the Site assert their moral rights. [www.proactiveyoungpeoplecic.co.uk](http://www.proactiveyoungpeoplecic.co.uk) is a registered domain name of [www.proactiveyoungpeoplecic.co.uk](http://www.proactiveyoungpeoplecic.co.uk)

You may view or download any part of the Site for private purposes, (including but not limited to the purposes of seeking information) but you are not permitted, without our permission, to:

- store the Site, or any part of the Site, for any other purpose
- print copies of the Site, or any part of the Site, for any other purpose
- reproduce, copy or transmit the Site, or any part of the Site, in any way, for any other purpose or in any other medium

All other rights which are not specifically granted are reserved.

### User conduct

You undertake that you will not:

- use the Site for any purpose which is unlawful, or which may harass or cause distress or inconvenience to any person including but not limited to making available defamatory material
- use the Site to transmit, distribute or make available any information which contravenes any applicable law or any person's legal rights including but not limited to copyright, trademark, privacy or other personal or proprietary rights

You agree to indemnify us against all claims, proceedings, damages, liabilities and costs, including legal costs arising out of your breach of this term.

### Third party websites and content

The Site includes links to other internet sites, and hosts functionality developed and made available by third parties.

The Site may also include functionality that allows you to publish your information from the Site onto third party websites. We do not control those websites, we make no representations or warranties about those web sites, third parties or their content and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you are linking any of your content from the Site to be published on a third party website please be aware that in doing so you will be required to comply with the user terms of that third party and that the privacy of your information will be treated in accordance with the privacy policy of that third party.

## **User content and accounts**

### **User content**

This section shall apply to the extent that the Site may give you the option to send us content to be posted on the Site by us ("User Content").

By sending us User Content, you will be deemed to:

(i) warrant to us that all registration information you submit, including age verification information if you are under 16, is truthful and accurate

(ii) consent to us editing that User Content at our discretion

(iii) grant to us an irrevocable, worldwide, royalty free licence to use and publish that User Content for any purpose associated with our general objective to be a catalyst for positive change in Scotland's skills performance by enabling people to fulfil their potential

(iv) irrevocably waive in our favour any moral rights you may have in such User Content in terms of Chapter IV Part I of the Copyright, Designs and Patents Act 1988, and any similar rights available in any part of the world

(v) warrant to us that you are the owner of the copyright and other intellectual property rights in the User Content, that the User Content is your original work and that the User Content does not infringe the rights (including intellectual property rights) of any third party

We do not guarantee that any User Content you submit will be posted on the Site.

Please note that comments made by other users of the Site which may be posted on the Site are provided for your information only and do not necessarily represent our views and opinions.

### **Take down notice policy**

In the event that you consider your rights to have been infringed by another user's conduct it is our intention to respond to all clear notices of copyright infringement, defamatory content or otherwise via our take down notice policy, details of which are set out in this section.

If you believe that your own copyrighted work is accessible on the Site in violation of your copyright or that obscene or defamatory comments have been made in relation to you, then you may submit a take down notice. You must include the following information within the take down notice:

- identify in sufficient detail, the copyrighted work or intellectual property that you claim has been infringed so that the material can be located on the Site
- sufficient details to locate the allegedly obscene or defamatory comment
- the physical or electronic signature of the person making the complaint
- sufficient contact details for the person making the complaint, including an address, telephone number and e-mail address

The take down notice should be submitted to us at [info@proactiveeducation.co.uk](mailto:info@proactiveeducation.co.uk)

Upon receipt of a take down notice we shall remove or disable access to the allegedly infringing material if we consider it appropriate to do so. We may also advise the alleged infringer of your claim.

In the event that a take down notice is received in connection with any content which you have posted or made available on the Site, you consent to the release of your personal contact details in connection with any investigation of fraud, intellectual property infringement, piracy, defamation or other unlawful activity. Such personal information will only be released to the complainant where required by law. In such circumstances we may, if we are required to do so, disclose your name, home address and e-mail address to the complainant or the complainant's representatives.

Please note that some of the content on the Site may be made available by third parties. If we receive a take down notice in respect of any of that content, our ability to take it down is limited and we will instead pass on your complaint to the organisations that host that information or provide it to us (as appropriate).

### **Password protected areas**

The Site may contain password protected areas which allow you to view certain selected content. You are responsible for maintaining the confidentiality of your password and user name and are fully responsible for all activities occurring under your username or password.

When selecting your privacy settings please consider carefully the number of people who may be able to view the information you post and whether it is safe to disclose that type of information. We recommend that you do not disclose your home address, telephone number, date of birth or work, place of study or school location in a way that could be publicly accessed.

While the Site may allow you to set privacy options that limit access to your pages, please be aware that no security measures are one hundred percent effective. Accordingly we cannot control the actions of other users of the Site with whom you choose to share your pages and information and do not guarantee that User Content you post on the Site will not be viewed by unauthorised persons. We are not responsible for the circumvention of any privacy settings or security measures contained on the Site.

### **Termination and complaints**

#### **Termination**

We may terminate our agreement with you at any time. We reserve the right to seek to prevent you accessing the Site or any parts of the Site. You may not transfer any of your rights or delegate any of your obligations under these Terms and Conditions without our prior written consent. If we fail to enforce any provision of these Terms and Conditions, that failure will not preclude us from enforcing either that provision (or any similar provision) on a later occasion. Nothing in these Terms and Conditions shall confer on any third party any benefit or the right to enforce any term of these Terms and Conditions. These Terms and Conditions are governed by UK law and any dispute connected with this agreement is subject to the exclusive jurisdiction of the English courts. Nothing in these Terms and Conditions affects your statutory rights as a consumer.

We reserve the right to amend or replace these Terms and Conditions at any time. If we make any substantial changes we will notify you by posting a prominent notice on the Site.

## **Complaints**

We're focused on delivering excellent customer services and are committed to putting the needs of our customers at the heart of all we do. We value complaints and use information from them to help us improve our services.

Please send an complaint by email to [nicholas@proactiveeducation.co.uk](mailto:nicholas@proactiveeducation.co.uk)