



Powering Community Engagement

Website Terms of Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

Who we are and how to contact us

communitycarscheme.org/ and communitysparx.org.uk/ are websites, and online platforms through which you can subscribe to certain services and manage your community scheme(s) (the “Websites”) operated by Community Sparx CIC (“We”). We are registered in England and Wales under company number 11128772 and have our registered office at 7 Foxglove Way, Cambridge, Cambridgeshire, CB4 2FY.

We are a private company limited by guarantee without share capital.

To contact us, please call us on 01223 969459 or email info@communitysparx.org.uk.

By using our Websites you accept these terms

By using our Websites you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Websites.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our Websites:

- Our [Privacy Policy](#).
- Our [Terms of Service](#) will apply to your subscription to services (whether or not you pay for those services) through the Websites.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our Websites, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our Websites

We may update and change our Websites from time to time to reflect changes to our services, our users’ needs and our business priorities.

We may suspend or withdraw our Websites

We do not guarantee that our Websites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Websites for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Websites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our Websites are only for users in the UK

Our Websites are only intended for people residing in the United Kingdom. We do not represent that content available on or through our Websites is appropriate for use or available in other locations.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.



We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by calling 01223 969459 or emailing info@communitysparx.org.uk.

How you may use material on our Websites

We are the owner or the licensee of all intellectual property rights in our Websites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Websites for your personal use and you may draw the attention of others within your organisation to content posted on our Websites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Websites must always be acknowledged.

You must not use any part of the content on our Websites for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Websites in breach of these terms of use, your right to use our Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on these Websites

The content on our Websites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Websites.

Although we make reasonable efforts to update the information on our Websites, we make no representations, warranties or guarantees, whether express or implied, that the content on our Websites is accurate, complete or up to date.

We are not responsible for Websites we link to

Where our Websites contains links to other Websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources.

User-generated content is not approved by us

These Websites may include information and materials uploaded by other users of the Websites, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Websites do not represent our views or values.

If you wish to complain about information and materials uploaded by other users, please contact us by calling 01223 969459, or emailing info@communitysparx.org.uk.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our [Terms of Service](#).

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our Websites; or
 - use of or reliance on any content displayed on our Websites.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our Websites for domestic and private use. You agree not to use our Websites for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

How we may use your personal information

We will only use your personal information as set out in our [Privacy Policy](#).

Uploading content to our Websites

Whenever you make use of a feature that allows you to upload content to our Websites, or to make contact with other users of our Websites, you must comply with the Acceptable Use Standards set out below.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.



Any content you upload to our Websites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our Websites a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in *Rights you are giving us to use material you upload* (see below).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Websites constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Websites if, in our opinion, your post does not comply with the Acceptable Use Standards set out below.

You are solely responsible for securing and backing up your content.

You are responsible for the accuracy of the information uploaded by you to the Websites and you accept it is your responsibility to obtain permissions from the relevant people for any information you collect and hold. It is up to you to administer and run your community scheme in accordance with all relevant laws, rules and regulations in force from time to time. You acknowledge that we do not undertake any checks (regarding identification, fitness to drive or otherwise) on “Users” (here meaning administrators, coordinators, treasurers, drivers, passengers, members, other volunteers and service users) who are part of a community scheme and cannot verify any information uploaded to the Websites by any user. The Websites and our associated services are provided to you as a mechanism to administer your community scheme, and we shall have no liability for accidents, incidents or other issues arising from your administration of the community scheme or any use of the community scheme by Users, or by virtue of any act or omission of any community scheme Users. It is up to Users to satisfy themselves with regards to the details of other Users before agreeing to any journey.

Rights you are giving us to use material you upload

When you upload or post content to our Websites, you grant us, and other users of the Websites, a worldwide, royalty-free, non-exclusive license to use, store, distribute, make available to third parties, and copy, such content on the Websites solely for the purpose for which such content was submitted or made available.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our Websites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Websites. You should use your own virus protection software.

You must not misuse our Websites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Websites, the server(s) on which our Websites are stored or any server, computer or database connected to our Websites. You must not attack our Websites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Websites will cease immediately.

Rules about linking to our Websites

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You may also link to other parts of the Websites provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Websites, or any part of it, in any website that is not owned by you.

Our Websites, or any part of them, must not be framed on any other Website. We reserve the right to withdraw linking permission without notice.

The Website in which you are linking must comply in all respects with the Acceptable Use Standards (below).

If you wish to link to or make any use of content on our Websites other than that set out above, please contact us by calling 01223 969459 or emailing info@communitysparx.org.uk.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Acceptable Use Standards

Prohibited uses

You may use our Websites only for lawful purposes. You may not use our Websites:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm anyone in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Websites in contravention of the provisions of the terms of Website use set out above.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our Websites;
 - any equipment or network on which our Websites are stored;
 - any equipment used for the distribution of our Websites;

- any software used in the provision of our Websites; or
- any equipment or network or software owned or used by any third party.

Interactive services

We may provide interactive services on our Websites, including, without limitation:

- Bulletin boards.
- Chat rooms.
- The ability to send electronic communications to members of a community scheme.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered. The interactive services on these Websites are not moderated. We are under no obligation to oversee, monitor or moderate any interactive service we provide on our Websites, and we expressly exclude our liability for any loss or damage arising from the use of any interactive services by a user in contravention of our content standards, whether the service is moderated or not.

These Websites are intended for use by people who are over 16 years of age only.

Content standards

These content standards apply to any and all material which you contribute to our Websites (**Contribution**), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

Community Sparx CIC will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.

- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from Community Sparx CIC, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other Websites.

Breach of this policy

When we consider that a breach of these Acceptable Use Standards has occurred, we may take such action as we deem appropriate.

Failure to comply with these Acceptable Use Standards constitutes a material breach of these terms of use, upon which you are permitted to use our Websites, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Websites and any Services you have subscribed for.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our Websites.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these Acceptable Use Standards. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Website Terms of Service V2, Date Published 4/11/2019