

*Terms and Conditions for northcarrick.com for Businesses and Customers*

**Terms and conditions of northcarrick.com use**

1.1 This page sets out the terms (the "Terms") on which you may make use of the website <http://www.northcarrick.com> (the "Website"), as a registered user. Please read the Terms carefully before you register for a profile.

1.2 By using and/or visiting the Website and completing the registration process to create and use an account, you indicate your agreement to and acceptance of: (a) the Terms; and (b) the privacy policy, found at [http://www.northcarrick.com/en/extra/privacy\\_policy](http://www.northcarrick.com/en/extra/privacy_policy) (the "Privacy Policy"). If you do not agree to the Terms or the Privacy Policy, you must not use the Website and northcarrick.com will not be responsible for any loss you suffer arising out of or caused by any continued use of the Website in breach of this Clause 1.2.

**2. Information about northcarrick.com**

2.1 <http://www.northcarrick.com> is a site operated by North Carrick Community Benefit, a company limited by Guarantee, Registered Number SC480121 and which trades using the trading names – "North Carrick Community Benefit Company" and "NCCBC", and is hereinafter referred to as "NCCBC"

2.2 North Carrick Community Benefit is a Charity Registered in Scotland. Registration Number: SC045947.

**3. Accessing the Website and its availability and amendment**

3.1 Access to the Website is permitted on a temporary basis, and northcarrick.com reserves the right to withdraw or amend at its absolute discretion the service it provides on the Website without notice.

3.2 NCCBC does not warrant that the service it provides on the Website will be uninterrupted or error-free or that defects in the service will be corrected. NCCBC will not be liable if for any reason the Website is unavailable at any time or for any period.

3.3 From time to time, NCCBC may restrict access to some parts or all of the Website.

3.4 You are responsible for making all arrangements necessary for you to have access to the Website. To access some features of the Website, you will have to register certain personal information and create a profile and account. When creating your account, you must provide accurate and complete information and any registration information you provide to northcarrick.com will always be accurate, correct and up to date. You may never use a third party's account without permission. You are solely responsible for all activity that occurs on your account. You must make every effort to keep your account password secure and you must not disclose it to any third party. You must notify NCCBC immediately of any breach of security or unauthorised use of your account. NCCBC will not be liable for your losses caused by any unauthorised use of your account.

3.5 NCCBC has the right to cancel or suspend your account if in its opinion you have failed to comply with any of the provisions of these Terms.

3.6 If there are any changes to the personal information supplied by you it is your responsibility to amend these or inform our administrator as soon as possible if you need assistance.

3.7 NCCBC cannot and does not confirm, and is not responsible for ensuring, the accuracy of users' purported identities or the validity of the information or material which they provide to NCCBC or post on northcarrick.com.

3.8 NCCBC aims to update the Website regularly and may modify the content at any time.

3.9 Any of the material appearing on the Website may be out of date at any given time, and NCCBC is under no obligation to update such material.

#### **4. Privacy**

4.1 NCCBC will not sell or rent your personal information to third parties. NCCBC uses your information only as described in its [Privacy Policy](#)

4.2 You agree that NCCBC may use your personal data in accordance with its Privacy Policy.

#### **5. Intellectual property rights**

Ownership of intellectual property rights in materials on the Website

6.1 © 2021 NCCBC. All rights reserved. Unless otherwise stated, NCCBC is the owner or licensee of all intellectual property rights (including all copyright) in all text, graphics and computer code on the Website, the overall design of the Website, and the selection, arrangement, and presentation of all materials on the Website, including information in the public domain.

Permitted use of extracts from the Website

6.2 Subject to the conditions set out in Clause 6.3, you are permitted to copy or download extracts from the Website for the sole purpose of reproducing them on another website provided that such extracts are reproduced in their entirety and in a substantially similar format.

6.3 The permitted use under Clause 6.2 above, is on the condition that:

(a) no extract is dealt with or commented on adversely or inappropriately or contrary to any moral rights;

(b) a link to the Website is included between the headline and first paragraph of the extract; and

(c) the statement below is included at the end of the extract:

"© NCCBC. All rights reserved. NCCBC licenses the use of this extract. This extract cannot be reproduced without compliance with the terms and conditions of NCCBC (see <http://www.nccbc.org.uk>). This extract does not amount to advice and no reliance should be placed on such extract by any person or party. NCCBC disclaims all liability and responsibility arising from any reliance placed on this extract".

6.4 If material on the Website is:

(a) used or commented on in a manner or for purposes considered adverse or inappropriate or contrary to its rights by NCCBC; or

(b) used in a manner not permitted by NCCBC or contrary to its rights as set out in Clauses 6.2 and 6.3 above, then NCCBC reserves all its rights to seek any and all relief available under all relevant applicable laws.

6.5 NCCBC may at any time revoke your licence to use material on the Website and demand that the material be removed from any other website or other form of publication where such material appears. In addition, NCCBC reserves the right to require you to cease use of the Website in accordance with Clause 17.

6.6 For details of intellectual property rights in contributions (whether commissioned by NCCBC or not) to the Website, see Clause 16.1(d) below.

6.7 If you wish to make any use of material on the Website other than that set out above, please email your request to [admin@northcarrick.com](mailto:admin@northcarrick.com).

Materials posted by you

6.8 Any material you post on the Website will be considered non-confidential and non-proprietary and NCCBC has the right to use, copy, distribute and disclose to third parties any such material for any purpose.

## **7. Reliance on information posted**

7.1 Commentary and other materials posted on the Website do not amount to advice and no reliance should be placed on such materials by any visitor or user of the Website.

7.2 NCCBC disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to or user of the Website.

## **8. Advertisements**

8.1 Certain pages of the Website may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Website, queries made through the Website or other information.

8.2 The manner, mode and extent of advertising displayed on the Website are subject to change without specific notice to you.

8.3 In consideration for NCCBC granting you access to and use of the Website, you agree that NCCBC may place such advertising on the Website.

## **9. Liability for material posted on the Website by NCCBC**

9.1 While every reasonable effort is made to ensure that the material displayed on the Website is accurate, NCCBC makes no guarantees, conditions or warranties as to the currency or accuracy of such material. The material on the Website is provided "as is", without any conditions, warranties, representations or endorsements of any kind, whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

9.2 To the extent permitted by law, NCCBC, expressly exclude:

(a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

(b) any liability for any direct, indirect, special, incidental, punitive, consequential or other damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any

materials posted on it, including reproduction of material in accordance with Clause 6 of these Terms and, without limitation, any liability for:

- (i) loss of income or revenue;
- (ii) loss of business;
- (iii) loss of profits or contracts;
- (iv) loss of anticipated savings;
- (v) loss of programs, information or data;
- (vi) deletion or corruption of, or failure to store, any content and other data maintained or transmitted by or through your use of the Website;
- (vii) loss of goodwill;
- (viii) your failure to keep your password or account details secure and confidential;
- (ix) wasted management or office time; and
- (x) any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise,

even if the loss was reasonably foreseeable or NCCBC has been advised of or should have been aware of the possibility of any such losses arising.

9.3 This does not affect NCCBC's liability for death or personal injury arising from its negligence, nor NCCBC's liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under the applicable law.

## **10. Liability for material posted on the Website by you**

10.1 Whenever you make use of a feature that allows you to upload material to the Website, or to make contact with other users of the Website, you must comply with the content standards set out at Clause 16 below.

10.2 You warrant that any such contribution complies with those standards.

10.3 NCCBC will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user on the Website.

10.4 You agree to indemnify NCCBC and any other user of the Website against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by NCCBC or such other user, as applicable, arising out of a breach of this Clause 10.

## **11. Release**

If you have a dispute with any other user of the Website, you release NCCBC from any and all claims, demands and damages (actual and consequential), known and unknown, arising out of or in any way connected with such disputes.

## **12. Viruses, hacking and other offences**

12.1 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

12.2 You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

12.3 You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

12.4 NCCBC will report any such breach to the relevant law enforcement authorities and it will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

12.5 NCCBC will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

12.6 You agree to indemnify NCCBC and any other user of the Website against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by NCCBC or such other user, as applicable, arising out of a breach of this Clause 12.

### **13. Linking to the Website**

13.1 You may link to the home page of the Website, or your businesses' profile on the website, provided that you do so in a way that is fair and legal and does not damage northcarrick.com's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on NCCBC's part where none exists. Use of any graphic or logo on the Website requires the prior written permission of northcarrick.com's administrator. The website from which you are linking must comply in all respects with the content standards set out in these Terms.

13.2 The Website must not be framed on any other site.

13.3 You must not establish a link from any website that is not owned by you.

13.4 NCCBC reserves the right to request the removal of any link to northcarrick.com.

### **14. Links from the Website**

14.1 Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only.

14.2 NCCBC has no control over the contents of those websites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

### **15. Prohibited uses**

You may use the Website only for lawful purposes. You may not use the Website:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) to harm or attempt to harm minors in any way;

(d) to send, knowingly receive, upload, download, use or re use any material which does not comply with the content standards set out at Clause 16 below;

(e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

(f) to harvest or otherwise collect information about users, including email addresses, without their consent.

## **16. Content standards**

16.1 By submitting a contribution to the Website (whether commissioned by NCCBC or not), you agree that the following terms, conditions and content standards will apply:

(a) northcarrick.com may at its absolute discretion remove, or disable access to, any contribution which it deems to be potentially defamatory of any person or which it deems unlawful or in violation of any third party rights. NCCBC expressly excludes its liability for any loss or damage arising from the use of the Website by any person.

(b) A contribution to the Website must:

(i) be accurate (where it states facts);

(ii) be genuinely held (where it states opinion);

(iii) comply with the law applicable in Scotland and in any country from which it is contributed; and

(iv) comply with the obligations arising under these Terms.

(c) A contribution to the Website must not:

(i) be defamatory of any person;

(ii) be illegal, inappropriate, obscene, offensive, hateful or inflammatory;

(iii) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(iv) disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual;

(v) infringe any copyright, database right, trade mark, moral right or other intellectual property right of any other person;

(vi) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

(vii) be in contempt of court;

(viii) be likely to harass, upset, embarrass, alarm or annoy any other person;

(ix) impersonate any person, or misrepresent your identity, position or qualifications or affiliation with any person, company or organisation;

(x) give the impression that the contribution emanates from NCCBC if this is not the case;

(xi) advocate, promote, incite any third party to commit, or assist any unlawful or criminal act;

(xii) 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; or

(xiii) contain any advertising or promote any services or web links to other sites.

(d) Unless there is prior written agreement between you and NCCBC, by submitting a contribution to northcarrick.com you agree to grant NCCBC a non-exclusive licence to use that contribution. Although you will still own the copyright in your contribution, NCCBC will have the right to freely use, edit, alter, reproduce, publish and/or distribute the material contained in your contribution. In addition, you waive all moral rights you have in the contribution to the fullest extent permitted by law.

This licence will be free of charge, perpetual and capable of sub-licence. NCCBC may exercise all copyright and publicity rights in the material contained in your contribution in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material.

(e) In accordance with Clauses 16.1(b) and 16.1(c) above, you must ensure that your contribution does not infringe any copyright, database right, trade mark, moral right or other intellectual property right of any other person. By submitting your contribution to the Website, you are warranting that you have the right to grant NCCBC the non-exclusive copyright licence described in Clause 16.1(d) above.

(f) If you are not in a position to grant such a licence to NCCBC, then do not submit the contribution to the Website.

(g) NCCBC excludes its liability for all actions it may take in response to breaches of the Terms. The actions described above are not limited, and NCCBC may take any other action it reasonably deems appropriate.

16.2 NCCBC reserves the right to pre-screen, review, flag, filter, modify, refuse or remove any or all contributions you post on the Website.

## **17. Termination**

17.1 The Terms will continue to apply until terminated by either you or northcarrick.com as set out in accordance with their provisions.

17.2 You may terminate your agreement and close your account with northcarrick.com at any time upon written notice via email. Your notice should be emailed to admin@northcarrick.com.

17.3 northcarrick.com may terminate its agreement with you and close your account:

(a) for any reason upon written notice to you; or

(b) at any time upon written notice to you if:

(i) you have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms);

(ii) northcarrick.com is required to do so by law

17.4 Failure by you to comply with the Terms may result in northcarrick.com taking all or any of the following actions:

- (a) immediate, temporary or permanent removal of any contribution already posted by you on the Website;
- (b) issue of a warning to you;
- (c) suspension of your account and/or right to use or access the Website;
- (d) 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;
- (e) further legal action against you; and/or
- (f) disclosure of such information to law enforcement authorities as NCCBC may reasonably feel is necessary or as required by law.

## **18. Entire agreement**

The Terms together with the Privacy Policy constitute the entire understanding between you and northcarrick.com relating to your use of the Website and supersede any prior agreements between you and northcarrick.com in relation to your use of the Website.

## **19. Variations to the Terms**

19.1 NCCBC may update and modify these Terms at any time. We will notify you of any modifications to the Terms by email to the email address that you provided to northcarrick.com during registration. Such modifications shall be effective immediately upon posting of the updated Terms on the Website.

19.2 Notwithstanding Clause 19.1, you are expected to review this page from time to time to take notice of any modifications NCCBC makes to the Terms and your continued access or use of the Website shall be deemed your conclusive acceptance of the updated Terms.

19.3 Some of the provisions contained in the Terms may also be superseded by provisions or notices published elsewhere on the Website.

## **20. Assignment**

You may not assign, transfer, novate or sub-contract all or any part of these Terms without the prior written consent of NCCBC.

## **21. Waiver**

The failure or delay of any party in exercising or enforcing any right under the Terms shall not be deemed to be a waiver of that right, nor shall it impair the exercise or enforcement of such right at any time or times thereafter.

## **22. Severability**

If any provision (or part of any provision) of these Terms is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

## **23. Notices**

You agree that northcarrick.com may send you notices by: (a) email to the email address that you provided during registration; or (b) post to the correspondence address that you provided during registration.



## **24. Third party rights**

A person who is not a party to these Terms shall not be entitled to any benefit from or enforce any benefit under these terms under the Contracts (Rights of Third Parties) Act 1999.

## **25. No Partnership or Agency**

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and NCCBC, constitute northcarrick.com being your agent, nor authorise you to make or enter into any commitments for or on behalf of northcarrick.com

## **26. Jurisdiction and applicable law**

26.1 The Terms are governed by and construed in accordance with Scots law.

26.2 The Scottish courts will have exclusive jurisdiction over any dispute, controversy or claim arising from, or related to, a visit to the Website although NCCBC retains the right to bring proceedings against you for breach of the Terms in your country of residence or any other relevant country.

26.3 By using the Website, you submit to the exclusive jurisdiction of the Scottish courts.

## **27. Your concerns**

If you have any concerns about material which appears on the Website, please email [admin@northcarrick.com](mailto:admin@northcarrick.com)