

## **Scottish Out of School Care Network (SOSCN) Terms and Conditions**

These terms and conditions are effective of 10<sup>th</sup> May 2018. Please read these in conjunction with our privacy policy set out below.

### **Terms of Use**

- **1.11** We do not provide any endorsement or recommendation of any third-party site to which the website provides a link.
- **1.12** SOSCN cannot guarantee that this website will be free from viruses or that this website cannot be tampered with by third parties. Use of this website and the information is entirely at the user's sole risk.
- **1.13** We cannot therefore guarantee the security of any information you input on our website. SOSCN is not, and will not be, responsible for any damages you or others may suffer as a result of the loss of confidentiality of any such information.
- **1.14** If users have any questions about the security at our website, users can send an email to [webmaster@soscn.org](mailto:webmaster@soscn.org)

### **Membership Terms and Conditions**

- **1.21** We will not send you any unwanted email messages or spam mail.
- **1.22** I agree to pay the sum of one pound (£1.00) should SOSCN be dissolved.
- **1.23** I am aged 16 or over and agree to support the aims and objectives of SOSCN and membership conditions as set out in the appendix.
- **1.24** Any information that you provide us with via the membership pages is encrypted using a 'secure socket layer' (SSL) session. SSL is an industry standard and prevents others from viewing what you are doing.
- **1.25** Although we take precautions to ensure that your details are safe, it is not possible to completely guarantee that the internet connection you are using is secure, or that this website is entirely free from viruses. SOSCN, however, is not, and will not be, responsible for any damages you or others may suffer as a result of the loss of confidentiality of any such information.
- **1.26** We will hold your personal membership details on our system for as long as necessary, or until you wish to have it removed.
- **1.27** Your passwords will be encrypted before storage and the webmaster will have no way of deciphering your password. Any requests for passwords cannot therefore be met and users will be requested to set a new password by email link sent to their registered email.
- **1.28** The Scottish Out of School Care Network (SOSCN) reserves the right to immediately remove and permanently bar any organisation or individual from having membership of SOSCN should it be known to SOSCN that such persons or organisations do not uphold the values and principles of SOSCN, in particular those relating to the care, protection and rights of children and young people."

Any changes made to our terms will be published here in future.

## **Scottish Out of School Care Network (SOSCN) Privacy Policy and Data Protection**

This privacy policy sets out how SOSCN uses and protects any information that you give SOSCN when you use this website.

SOSCN is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

SOSCN may change this policy from time to time by updating this page. This policy is effective from 10<sup>th</sup> May 2018.

### **2.1 What we collect**

We may collect the following information:

- **2.11** name and job title
- **2.12** contact information including email address
- **2.13** demographic information such as postcode, preferences and interests
- **2.14** other information relevant to statistics for school age childcare

### **2.1 Our Legal Basis**

The information and personal data we collect is under a 'consent' legal basis insofar as this is defined, and in accordance with, General Data Protect Regulation guidelines.

### **2.3 Access to Personal Data**

Only full-time SOSCN employees will have access to members' personal data. This includes the Chief Executive, Policy and Research Manager, and Information Officer.

### **2.4 Data Breaches**

SOSCN's data storage servers are monitored for data breaches and all users will be notified by email should there be any breaches to our databases.

### **2.5 Data Sharing**

SOSCN may pass on your organisations' contact details (Organisation Name and Address) to the Scottish Government if we consider the request to be of benefit to the Out of School Care Sector. Any sharing of this data will be accompanied with a request for the data to only be used for the single purpose of the initial request, and moreover, that the data is then destroyed.

## 2.6 Reviewing Data

SOSCN members are requested to review the personal information that is held on a 12-monthly basis. Consent for SOSCN to continue holding this information, as well as for SOSCN to send members emails and postal mail, will be re-requested at this point.

## 2.7 What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- **2.71** Internal record keeping.
- **2.72** We may use the information to improve our products and services.
- **2.73** We may periodically send emails with information which we think you may find interesting using the email address which you have provided.
- **2.74** From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone or mail. We may use the information to customise the website according to your interests.
- **2.75** We ask for statistical information on you or your service to be updated by you on an annual basis, this information is aggregated to provide us with overall national statistical information on school age childcare.

## 2.8 Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

## 2.9 How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. On our membership pages, we also use cookies for your login credentials to make sure that you are logged in securely. This cookie remains on your computer until the end of your browsing session.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## **2.10 Links to other websites**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

## **2.11 Controlling your personal information**

We will not sell, distribute or lease your personal information to third parties, **other than those outlined in point 2.5**, unless we have your permission or are required by law to do so. We may use your personal/ organisational information to send you promotional information about us.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to SOSCN, 4<sup>th</sup> Floor, 41 St Vincent Place, Glasgow G1 2ER.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

## **Appendix: Extracts from Memorandum and Articles (January 2014)**

### **Membership Terms and Conditions:**

**By signing up to our membership free online you are agreeing to the Memorandum and Articles, aims and objectives of the Scottish Out of School Care Network and conditions of membership:**

1. The objects of the Network shall be:

(i) (a) To promote the care and education of children in need of care during out of school hours and school holidays and to promote the provision of facilities for the creation and other leisure-time occupation of such children, in the interests of social welfare, with the object of improving their conditions of life; and

(b) To advance the education and training of persons providing such care, education and recreational facilities.

Such objects are herein referred to as “the principle objects of the Network”

In the furtherance of the objects herein before defined but no further or otherwise the Network shall:

(ii) (a) Provide support, encouragement, information and resources to the Community Groups, Voluntary Organisations, Statutory Agencies and others who are running or who are attempting to establish “Out of School Care” facilities.

(b) Undertake to co-ordinate and promote research to determine what are the most effective and appropriate forms of “Out of School Care” provision for children.

(c) Assist with the development of appropriate training and qualifications.

(d) Enable workers and community groups, statutory and non statutory agencies and others involved in “Out of School Care” schemes to share information and experience.

(e) Develop local information and support networks.

(f) Encourage practical co-operation between those organisations involved in “Day Care” or recreational or educational facilities for children in the out of school hours.

(g) Increase public awareness of the need for “Out of School Care” services in their area and what can be done to meet that need.

(h) Encourage Local Authorities and other statutory bodies to assess the “Out of School Care” need in their area and to find ways of responding to it.

(i) Promote, encourage and support the need for quality provision for children during “Out of School” hours.

(j) Not discriminate on the grounds of political affiliation, religion, race, gender, age, disability and sexual orientation.

(k) Engage in any other activities which promote the aforesaid objects and are deemed by law to be charitable.

2. The liability of members is limited to £1.

3. Every member of the Network undertakes to contribute to the assets of the Network in the event of its being wound up while he or she is a member or within one year thereafter for payment of the debts and liabilities of the Network contracted before ceasing to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves such amount as may be required not exceeding one pound.

**MEMBERSHIP note that “in writing” here can be read as emailing as per administrative action at the AGM 2013.**

4. The number of members with which the Network is registered is unlimited.

5. The subscribers to the Memorandum of Association of the Network and such other persons as shall be admitted to membership in accordance with these Articles shall be members of the Network.

6.1 Membership is open to any individual who is over 16 and any such voluntary organisation (whether incorporated or unincorporated) private companies, community businesses, co-operatives and statutory bodies as support the objects of the Network and apply to become a member.

6.2 An organisation or statutory body applying for membership, and for so long as it remains a member, shall nominate in writing a person to act as a representative in applying for membership and in exercising the rights of membership on its behalf, with full power to such organisation or statutory body at any time to recall the nomination and nominate a new representative. Such nominations may also provide for an alternate nominee to represent the organisation or statutory body when the primary nominee is not available.

7. No employee of the Network may become a member.

8. Board Members shall be entitled at their absolute discretion to refuse to admit any person to membership, notwithstanding that he or she fulfils one or more of the qualifications under article 4.

9. Any person (other than the subscribers to the memorandum of Association of the Network) who wishes to become a member shall lodge with the Network a written application for membership (in such a form Board Members require) signed by him or her.

10. Each application for membership, shall be considered by Board Members at their next meeting.

11. Board Members shall notify each applicant in writing of their decision whether or not to admit their membership within seven days after the meeting at which the applicant is considered and those admitted to membership shall have their names in the books of the Network.

12. The annual subscription for membership shall be such sum as may from time to time be determined by the Network in general meeting. Such determination may further provide for different classes of membership and rates of subscription.

13. Membership of the Network shall automatically terminate:

- (a) On the receipt by the Secretary of the written intimation of a member's wish to resign; or
- (b) If the member becomes an employee of the Network; or
- (c) On the dissolution or death of a member; or
- (d) If the member shall have failed to pay any subscription or the monies due within three months after the date on which the same shall have become due for payment, unless otherwise decided by Board Members;
- (e) If the member is removed from membership by a resolution of the Board passed by the majority of three-quarters of the votes cast upon such resolution at a meeting specially convened to consider such a resolution.

*Extracted from Memorandum and Articles of Association, Scottish Out of School Care Network.*