

## **Scottish Out of School Care Network (SOSCN) Membership Agreement**

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."

The Scottish Out of School Care Network (SOSCN) is the lead organisation promoting quality school-aged childcare in Scotland  
Charity Number: SC 020520

T: 0141 564 1284 | F: 0141 564 1286 | E: [info@soscn.org](mailto:info@soscn.org) | W: [www.soscn.org](http://www.soscn.org)

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.*



## Terms and Conditions

28.2.24v2

Welcome to the SOSCN terms and conditions. We hope you are enjoying your visit to our Website and find the content and services useful. Please note that by using this Website you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions; please do not use or access this Website. You must read and accept all of the terms and conditions of business contained herein together with our Privacy Policy before you may use or access the Website in any way.

### 1. Introduction

1.1 SOSCN offers Events and Training Services, advice, and Products ("**the Service**"). "SOSCN" is a trading name of Scottish Out of School Care Network, a limited company with charitable status registered in Scotland (Company Number: SC200662; Scottish Charity Number: SC020520), with the registered office at Floor 4, 41 St Vincent Place, Glasgow, G1 2ER.

1.2 By using this Website, purchasing the Services and/or placing an Order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions below, please do not use or access this Website.

1.3 These terms and conditions constitute the entire terms and conditions upon which SOSCN provides the Service and upon which the Client agrees to contract for the use of the Service except where specifically varied by written agreement by SOSCN on its order acknowledgement. They supersede any written or oral representations, statements, understandings, or agreements.

1.4 From time to time, it will be necessary to update the terms and conditions and you agree to be bound by the new terms and conditions after the implementation date for the revised terms and conditions.

### Definitions

#### In this Agreement:-

**"Agreement"** means these terms and conditions together with the Client's Order as confirmed in SOSCN Ltd's Order Confirmation.

**"Client"** means a client who is an individual, company, firm, corporation or public authority and anyone who uses the Service.



**“Intellectual Property Rights”** means all intellectual property rights connected with the SOSCN toolkit templates, toolkit tutorials, training videos, including tasks and quizzes, and poster templates, the Website and all materials related to the Service, wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the intellectual property rights referred to above include copyright and related rights, all software, database rights, design rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, and patents).

**“Early Cancellation”** means the Client requesting cancellation after purchasing the Service subject to 5.11.3.

**“Events and Training Services”** means both online and workshop-based services (including face-to-face) as described on the Website.

**“Order”** means the Client’s instruction to SOSCN to proceed with the Service.

**“Order Confirmation”** means the email acceptance sent by SOSCN following receipt of the Client’s Order.

**“Products”** means all digital content including toolkit templates, tutorials, videos, and supporting content for posters or training and is all part of the **(Service)** supplied by SOSCN.

**“Scottish Out of School Care Network” or “SOSCN” or “we/our/us”** means, a company and charity registered in Scotland (Number SC020520) and with its registered office at, Floor 4, 41 St Vincent Place, Glasgow, G1 2ER.

**“SOSCN Client Service Policy”** means the open policy allowing Clients to contact SOSCN by telephone on 0141 564 1284, email or click the chat button in order to seek further advice or assistance on an as and when available basis.

**“the Contract Price”** means the price for the Service set out on the Website.

**“the Website”** means the SOSCN website operating under the domain name of <https://www.soscn.org/>.

**“Writing”** includes any written paper document, any fax, and any email correspondence.

**“Working Day”** means within the hours of 9.00am to 5.00pm, Monday to Friday only, not including weekends, bank, or statutory holidays.

## **2. Service provision**

2.1 SOSCN will provide an order acknowledgement for all orders placed but reserves the right to accept or reject any Order at its sole discretion.

2.2 SOSCN will use all reasonable endeavours to provide the Service as described on the Website.

2.3 SOSCN may at any time amend the Service for any reason including, but not limited to, technical, legal, or business reasons.

2.4 SOSCN encourages any interested or potential Clients to make contact with SOSCN if a further explanation of the Service is required. We are contactable on [info@soscn.org](mailto:info@soscn.org) or by telephone 0141 564 1284.

2.5 SOSCN will also provide membership email updates to the SOSCN membership offering our Clients updates regards events and new services available on our Website. Please note any request to unsubscribe from this email service will result in the Client receiving no such updates. (Privacy policy).

### **3. Your Intellectual Property Rights**

3.1 All intellectual property rights arising out of this Agreement shall vest in SOSCN. The IP (all intellectual rights associated with the IP) is exclusively owned by SOSCN and the Client is granted a non-exclusive, non-transferable, royalty-free licence to use that intellectual property for the purposes envisaged by the Agreement. Where applicable, the Client is responsible for all Employee (s) accessing the Service. The Client commits to making the Employee aware of such responsibilities as outlined in this Agreement.

3.2 Nothing in this Agreement shall be taken to prevent us from using any expertise acquired or developed during the performance of this Agreement in the provision of Services to other parties. SOSCN retains the right to use Intellectual Property content (your company logo and brief description of the work) for marketing use.

3.3 All Client-owned content and materials including all pre-existing Trademarks shall remain the sole property of the Client or its respective suppliers and the Client or its suppliers shall be the sole owner of all rights in connection therewith. The Client hereby grants to SOSCN a nonexclusive, non-transferable licence to use, reproduce, modify, display, and publish the Client-owned content and materials solely in connection with the Work (including any Client content that appears on the SOSCN Website).

3.4 Unless otherwise agreed in writing and except for Intellectual Property Rights pertaining any third-party Services offered through SOSCN, all Intellectual Property Rights arising during this Agreement shall vest in the third party. The Client is granted a non-exclusive, non-transferable, royalty-free licence to use that intellectual property for the purposes envisaged by the Agreement.

3.5 Without Our prior written permission, you may change certain digital content. The Client may download purchased digital content including posters and certain toolkits, as stated on the Website, subject to clause 3.1. The digital content may be edited, printed, and modified but not resold and only used for the purpose it was intended.

### **4. Basis of Use of the Website**

4.1 You agree to the following:-

4.1.1 that you are aged 18 or over and are legally capable of entering into binding contracts;

4.1.2 that you understand, acknowledge, and accept the exclusion of liability and disclaimer provisions contained in the following;

4.1.3 that you will only view the Information on the Website for your own private purpose and will not publish, reproduce, store, or retransmit any of the information contained in the Website at any time.

4.1.4 that you shall not use the Information for any unlawful purpose or in any unlawful manner;

4.1.5 that you shall not use the Website or the Information in any manner which may constitute an infringement of any third-party rights (including but not limited to rights of copyright, trademark, or confidentiality);

4.1.6 that you shall not run any tools on the Website that systematically retrieve web pages for offline or online viewing; whether it be for personal, commercial, experimental, educational or any other use;

4.1.7 that all intellectual property rights (including without limitation copyright, trademarks, and all other rights) whatsoever in the Information and the Website shall remain vested in SOSCN at all times;

4.1.8 that you will indemnify and keep indemnified SOSCN against all claims, liabilities, damages, costs, and expenses including legal fees arising out of any misuse of the Information or the Website or breach of your obligations under his agreement.

## **5. Client Obligations**

5.1 No Agreement in respect of any Services shall exist between us and you until your Order has been accepted by us by means of an Order Confirmation (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

5.2 Orders must be submitted electronically via the Website. To do so, you will be required to follow the online process. When doing so, you will be required to register with us (when purchasing membership services) and complete certain required fields on a form and create an account. This may include the provision of security information such as your identification details and password(s). You agree that you will be responsible for ensuring that such security information is kept secure and confidential at all times. You must inform us immediately if you become aware of or suspect any unauthorised use of these security details or if they become available to an unauthorised party.

5.3 By purchasing, you hereby warrant that all information submitted by you is true, current, and complete. SOSCN reserves the right to verify the eligibility of all Clients.

5.4 The Client is responsible for their behaviour and agrees, subject to 10.5 to cooperate and comply with all staff and attendees in a way the Service was intended, and in all cases, act in good faith while using/consuming the Service.

5.5 The Client shall pay the charges for the Service in accordance with clauses 7 and 8 below.

5.6 It is the Client's responsibility to act on any advice offered by SOSCN.

5.7 Without prejudice to its rights in terms of Clause 10 hereof, SOSCN is entitled to suspend or terminate the Client's use of the Service if the Client fails to comply with any of its obligations under clauses 4, 5 or 6 herein.

5.8 The Client is responsible for providing a satisfactory level of cooperation and for providing all necessary Information and access to enable SOSCN to deliver a quality service including;

5.9 The Client is responsible for revision of content including checking of grammar and spelling mistakes or content incorrectly worded or phrased.

5.10 The Client is responsible for gaining permission to use Intellectual Property not owned by the Client. SOSCN takes no responsibility for such undertakings.

5.11 SOSCN Events and Training Services are subject to the following additional terms and Conditions:

5.11.1 Where the Service includes staff training, the Client is responsible for ensuring attendance numbers and no reduction in the Contract Price will be made due to a lesser number of attendees being trained than has been confirmed on the Order Confirmation.

5.11.2 Where the Client has contracted for Events and Training Services; the Service will only cover Services originally agreed at the time of contract and further work is subject to quotation more fully described in the Order Confirmation.

5.11.3 Unless otherwise stated, to cancel Events and Training Services the Client must notify SOSCN 14 days prior to commencement of Services. Cancellation will incur a charge of 50% of the Contract Price. Where notice of cancellation is less than 14 days prior to commencement of Services, the Client will incur full Contract Price and where applicable, payment will be due from you to us within 30 days of termination.

## **6. Changes**

Should the Client require a change in the nature, scope, or timing of the Service or in or any other aspect of this Agreement, such change shall be requested in writing. SOSCN shall advise the Client of the effects including any increase in the Service charges which may result, and the Agreement shall be modified to reflect such changes including to the Service charge and/or duration which may be agreed.

## **7. Service charges**

7.1 Charges for the Service shall be based upon the Client paying for the Service in advance.

7.2 The prices charged initially shall be those stated on the website and confirmed in the Order Confirmation provided to the Client.

7.3 No Service will commence until payment has been received.

7.4 Online Services (access to digital content) will commence within one working day of receiving the payment.

7.5 SOSCN uses Stripe to deliver card services.

## **8. Payment of Service charges**

8.1 With regard to payment, the payment is made through Stripe or by BACS. The payment shall be paid in advance of Service commencement. The payment method shall be nominated by SOSCN.

8.2 Without prejudice to the foregoing, and subject to Clause 5.11.3, all charges for Services are non-refundable in the event of Early Cancellation by the Client.

8.3 Services will only cover services originally agreed at the time of contract and further work is subject to quotation more fully described in the Order Confirmation.

8.4 The Client shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due to SOSCN.

8.5 If you are late in making a payment under this Agreement for 30 consecutive days or more, we reserve the right to commence the debt recovery process and thereafter where applicable enter the small claims process or other legal action. You shall reimburse us on demand for all costs, expenses and losses associated therewith (including lost profit) or enter the small claims process to recover payments due if necessary.

## **9. Corrupt Practices**

SOSCN represents and warrants that they shall not, and shall procure that none of its affiliates or any of its or their directors, officers, employees or agents, or any other person associated with or acting on behalf of the Client directly or indirectly (i) violate any provisions of United Kingdom ("Principal ABAC Statutes" Bribery Act 2010 or (ii) make, or offer to make, promise to make or authorise the payment of or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, facilitation payment, kickback or other unlawful payment or gift of money, or anything of value prohibited under any applicable law or regulation (any such payment, a "Prohibited Payment").

## **10. Termination**

10.1 SOSCN shall be entitled to suspend the Service in accordance with clause 5.7.

10.2 Without prejudice to any other rights to which it may be entitled, SOSCN may terminate provision or use of the Service respectively with immediate effect if the Client commits any material breach of any of the terms of the Agreement and the breach remains un-remedied after thirty days of the Client being notified by SOSCN of the breach and of SOSCN intention to terminate unless the breach is remedied.

10.3 The Client can cancel at any time, however if the Client requests Early Cancellation, the Client understands and agrees, with the exception of clause 5.11.3, SOSCN do not offer a refund policy. This issue is at the discretion of SOSCN.

10.4 SOSCN may terminate provision of the Service immediately if the Client becomes insolvent or put into liquidation or administration or otherwise ceases to carry on business.

10.5 SOSCN will not tolerate Clients being rude or offensive or otherwise abusing the SOSCN Service, in any way, which includes the members of staff or visitors or any third-party attending or assisting with delivering the event. SOSCN reserves the right to terminate the Service with immediate effect as a result of such behaviour (at SOSCN discretion). In certain circumstances, this will involve removal from the online or face-to-face event.

10.6 SOSCN reserves the right to terminate if the Client fails to adhere to any legal requirements or regulation.

10.7 Where the Client has contracted for our Services from SOSCN we will automatically continue to supply services on an ongoing basis unless otherwise instructed by you the Client.

## **11. Warranty given by SOSCN Ltd.**

11.1 SOSCN undertakes to use reasonable skill and care in providing the Service as described on the Website.

11.2 SOSCN will endeavour to;

11.2.1 SOSCN will be open in disclosing their identity to the Client and being open and honest in our dealings.

11.2.2 adhere to the Client's current security arrangements.

11.2.3 respect the Client privacy and maintaining confidentiality in respect of the Client before, during and after provision of the Service.

## **12. Disclaimer and Limitation of Liability**

12.1 The Client uses the Service at its own risk and in no event shall SOSCN be liable to the Client for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from SOSCN negligence) including, but not limited to, loss of profits, loss of contracts, change in Clients circumstances, business interruptions, loss of or corruption of data or the Client's inability to use the Service, however caused and whether arising under contract or tort, including negligence or otherwise except as expressly provided herein.

12.2 If any exclusion, disclaimer, or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and SOSCN becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence but specifically excluding personal injury or death resulting from SOSCN negligence) or otherwise, will not exceed the total charges paid by the Client preceding such liability arising.

**12.3 Where applicable, the Client must make every effort to secure their Client's name and Passwords, and should not under any circumstance disclose their Client's name and Password details to a third party or by an email request.** SOSCN, nor its directors, employees or representatives will be liable for damages arising out of or in connection with the use of this Website or the information, content, materials, or products included on this site. This is a comprehensive limitation of liability that applies to all damages of any kind.

12.4 It is the Clients responsibility to maintain an updated browser, firewall or anti-virus and anti-spyware software. The Client must protect their Computer and ensure they update all security software by downloading the latest security patches from relevant software providers.

12.5 SOSCN cannot guarantee 100% uptime and endeavours to provide Services as described on the website.

12.6 SOSCN will not be held responsible for any delay to the Service if payment is not received pursuant to clause 8.1 hereof.

12.7 SOSCN is not responsible for advice not taken or used by the Client or the mis-use of advice or information generated as a result of SOSCN's Services.

12.8 SOSCN is not responsible for any services purchased by the Client other than those Services provided by SOSCN.

12.9 With regards the accuracy of the Information, SOSCN cannot be held responsible for any changes in the political landscape, or government policy after the Services is delivered.

12.10 SOSCN is not responsible for third party mistakes (including accuracy of third-party documentation or websites or content gathered during any research), or external delays and will not accept delay in payment to us from you as a result of such circumstances.

12.11 The Service is based upon SOSCN assessing and delivering the content at the time the Service is being delivered. SOSCN cannot be responsible for changes to legislation after the Service is delivered.

### **13. Force Majeure**

13.1 SOSCN shall not be liable to you or be deemed to be in breach of the Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the Service, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

13.1.1 act of god, explosion, flood, tempest, fire, or accident; weather.

13.1.2 technical problems, external circumstances preventing suppliers delivering against deadlines or preventing delivery of third party against agreed commitments including online access to Services.

### **14. Statutory Information**

This website is owned and operated by:

Scottish Out of School Care Network, known as SOSCN.

A limited company with charitable status registered in Scotland

(Company Number: SC200662; Scottish Charity Number: SC020520),

with the registered office at

Floor 4,  
41 St Vincent Place,  
Glasgow, G1 2ER.

Website : [www.soscn.org](http://www.soscn.org)

Email : [info@soscn.org](mailto:info@soscn.org)

## **15. Privacy and Data Protection**

Please read our [Privacy Policy](#). You hereby warrant that the supply of any other person's personal information (as defined in the Data Protection Act 1998) is made on behalf of and with the express permission of the other party concerned.

## **16. Assignment**

SOSCN shall be entitled to subcontract, assign, or transfer our obligations or rights to a competent third party or to any associated company whether in whole or in part. The Client may not assign or transfer any of your rights or obligations without our written consent.

## **17. General**

17.1 These terms and conditions contain all the terms of your agreement with us relating to your use of this Website. No other written or oral statement (including statements in any brochure or promotional literature published by us) will be incorporated. Your use of this Website, any downloaded material from it and the operation of these Conditions shall be governed by, construed, and interpreted in accordance with the law of Scotland and you agree to submit to the jurisdiction of the Scottish courts.

17.2 Failure or delay by SOSCN in enforcing any term of the Agreement shall not be construed as a waiver of any of its rights under it.

17.3 The illegality, invalidity, or unenforceability of any part of this Agreement will not affect the legality, validity, or enforceability of the remainder.

The Copyright is owned by Create Ts and Cs, [www.createtsandcs.com](http://www.createtsandcs.com). All content and materials are the sole property of the Create Ts and Cs. Create Ts and Cs, hereby grants SOSCN Ltd a nonexclusive, non-transferable licence to use and display, Create Ts and Cs-own both the content and materials solely in connection with the Work.



## **SOSCN - Privacy Policy**

**28.2.24v2**

### **Introduction**

This website is operated by the Scottish Out of School Care Network known as ("SOSCN"). We are committed to protecting and respecting your privacy and complying with the Data Protection Act 1998 ("the Act"). SOSCN is a data controller in terms of the Act. This statement sets out our privacy policy and explains what we do with the personal information that we collect from our Clients. Please read the following to understand our views and practices regarding personal information. If you have any questions or concerns regarding this statement, you should contact us using the details given at the end of this statement.

Please note that this policy applies only to the SOSCN website and not to the websites of other organisations to which we may provide links. We are not responsible for the privacy policies or practices of such third-party sites and you should make your own enquiries in respect of them.

### **What information may be collected?**

When you visit our website, your IP address (the unique address which identifies your computer on the internet) will automatically be logged-on by our web server. We may automatically collect non-personal information about you such as the type of internet browsers you may use or the site from which you linked to from our website. You cannot be identified from this information and it is only used to assist us in providing an effective service. We also conduct Reporting service that require us to contact you to test your responses and policy

If you register, we will collect information such as your name, email address, postal address and mobile number or other details which you may voluntarily provide. We will also collect information that is necessary for us to deliver the Service.

### **How is the information used?**

We will use your personal information for basic profiling purposes and to let you know about other services in which you may be interested. We will also use the information we collect to track and monitor the usage of our website and help us understand the patterns of site visitors. This will help us operate the site more effectively, identify what sort of information is of interest to our Clients and assist us in business processes such as record keeping. We will also use the information in a general way, as part of our responsibilities as a charity. This allows us to understand and demonstrate the breadth of support/services we offer to organisations/individuals across Scotland.

Also, if you purchase a membership service, this may potentially involve you sharing further information. Be aware when purchasing a membership, we may also use your personal information to help control restricted member areas of the website.

### **Will my personal information be provided to third parties?**

We may share your personal information with third parties but only in the circumstances set out below.

- We may supply your personal information to third parties (such as our internet service providers) who help us administer our website. These third parties must at all times provide the same levels of security for your personal information as the SOSCN and, where required, are bound by a legal agreement to keep your personal information private, secure and to process it only on the specific instructions of the SOSCN
- We will supply your personal information to our hosting administrators, [www.webhosting.uk.com/](http://www.webhosting.uk.com/) who are based in the UK.
- We will supply your details to our selected third-party companies who will provide additional online services where the data is hosted outside both the EU including Stripe (hosted in the EEA), Dropbox and Eventbrite both hosted outside the EU and EEA.
- We will supply your details to our selected third-party companies who will fulfil additional online services hosted and based in the EU including Free online surveys, Moodle, Jotform and Microsoft.
- We may also supply your personal information to government bodies and law enforcement agencies but only: if we are required to do so by the requirements of any applicable law; if in our good faith judgement, such action is reasonably necessary to comply with legal process; to respond to any legal claims or actions; or to protect the rights of the SOSCN, its customers and the public.

#### **Will I be sent information that I did not ask for?**

We will use your personal information to keep you informed about our services and where appropriate you may receive email communications relevant to content on the website or to keep you informed of relevant changes to the service, this may also include planned outages and operational changes to the website. If you wish not to receive such communications, where applicable please unsubscribe to the newsletter displayed at the end of the email. It is also the case you will be sent notifications and reminders with regards to unfinished elements of the service. If you have any queries regarding this issue please contact us at the address below or e-mail us at [info@soscn.org](mailto:info@soscn.org).

#### **Cookie Policy**

[See Cookies Policy](#)

#### **What security will exist?**

We are committed to protecting the privacy of your personal data. We use appropriate standards of technology and operational security to protect personal information including a Secure Server (based in the EU) and network firewall connection. Operationally, access to personal information is restricted to authorised personnel who are under a duty to maintain the confidentiality and security of such information.

#### **Internet and Data Storage**

Personal information submitted by means of the Internet may be vulnerable to unauthorised access by third-parties. Submission of personal information using the Internet is at your own risk. We will take reasonable and appropriate technical measures to ensure that your personal information is stored in a secure manner. However, we shall have no liability for disclosure of data due to errors in

transmission or the fraudulent, negligent, or other illegal acts of a third party, such as 'hacking.' Any transmission of personal information on or through the use of our website is at your own

### **Transmission of Data Overseas**

We will transfer your personal information to our website hosting administrators who are based in the UK, other than this, we shall also transfer your personal information to certain companies who have contracted to supply services to SOSCN based in the EU. However, in some cases, some suppliers will reside outside the European Economic Area. In this instance, We will transfer your personal data outside the EU and where necessary outside the EEA to allow us to deliver services, not without first having assessed the adequacy of protection for individual rights in respect of personal data available in that country. By continuing to use the website and/or register to use the services, you are confirming your consent for us to transmit your data out with the EU and EEA only in the circumstances described above.

### **Chatroom, forums, profiles, and User sharing**

Users are reminded that chat rooms, forums and areas of our services that allow you to submit a description of the content or set up a profile are for public viewing and discussion. Any personal information supplied by users here is widely accessible. SOSCN is not responsible for the content posted of these services posted by users. SOSCN shall permit Users to post and share our website URL or screenshots of our Website only, on Facebook, Twitter, Instagram, our preferred social media platforms. The User must be aware that accessing social media sites will be based upon the social media providers terms and conditions.

### **How can I access my personal information?**

You have certain rights as a Data Subject under the Data Protection Act 1998 to request details and in certain circumstances a copy of the personal data which we hold about you. The law states that we may not charge for providing this information. If you would like a copy, please write to us at the address below and mark your envelope "Personal information request." Should you discover any inaccuracies in such personal data, please notify us as soon as possible by email at [info@soscn.org](mailto:info@soscn.org) or by post at Floor 4, 41 St Vincent Place, Glasgow, G1 2ER. We will then correct our records and notify any third parties to whom such personal data may have been supplied.

### **What about changes to the privacy policy?**

We reserve the right to modify or amend this privacy policy at any time and for any reason. Details of any changes will be posted at the top of the privacy policy web page.

This Site is owned and operated by:

Scottish Out of School Care Network, known as SOSCN.  
A limited company with charitable status registered in Scotland  
(Company Number: SC200662; Scottish Charity Number: SC020520),  
with the registered office at  
Floor 4,  
41 St Vincent Place,  
Glasgow, G1 2ER.  
Website : [www.soscn.org](http://www.soscn.org); Email : [info@soscn.org](mailto:info@soscn.org)

## **Cookie Policy**

**28.2.24v2**

We use cookies to help improve your experience of <https://www.soscn.org>. This cookie policy is part of SOSCN's privacy policy, and covers the use of cookies on your device and our site.

If you do not wish to accept certain cookies from us, you should instruct your browser to refuse non-essential cookies from <https://www.soscn.org>, with the understanding that we may be unable to provide you with some of your desired content and services.

### **What is a cookie?**

A cookie is a small piece of data that a website stores on your device when you visit, typically containing information about the website itself, a unique identifier that allows the site to recognise your web browser when you return, additional data that serves the purpose of the cookie, and the lifespan of the cookie itself.

Cookies are used to enable certain features (e.g. logging in), to track site usage (e.g. analytics), to store your user settings (e.g. notification preferences), and to personalise your content (e.g. advertising, language).

Cookies set by the website you are visiting, are normally referred to as "first-party cookies," and typically only track your activity on that particular site. Cookies set by other sites and companies (i.e. third parties) are called "third-party cookies," and can be used to track you on other websites that use the same third-party service.

### **How do we use cookies ?**

As most of the online services, our website uses cookies first-party and third-party cookies for a number of purposes. The first-party cookies are mostly necessary for the website to function the right way, and they do not collect any of your personally identifiable data.

The third-party cookies used on our websites are used mainly for understanding how the website performs, how you interact with our website, keeping our services secure, providing advertisements that are relevant to you, and all in all providing you with a better and improved user experience and help speed up your future interactions with our website.

### **What types of cookies do we use ?**

The cookies used on our website are grouped into the following categories.

Essential cookies are absolutely essential for the website to function properly. This category only includes cookies that ensures basic functionalities and security features of the website. These cookies do not store any personal information. And non-essential cookies, they used to improve the user experience and allow us to understand how the user engages with the Website.

The below list details the cookies used in our website.

Domain	Cookie name	Purpose	Duration	
soscn.org	_ga	Used by Google analytics to identify a unique user and used to track analytics.	2 years	Non-essential
soscn.org	flit-consent	Storing Analytics Consent Preferences. This cookie gives the user the option to accept or reject essential and non-essential cookies.	6 months	Essential
soscn.org	flit-shop	The cookie assists with Storing Shopping Cart.	Session	Essential
soscn.org	flit-login	This cookie helps Maintain the Login.	Session	Essential
learnchildcare.online	MOODLEID	This cookie remembers your username within the browser. This means when you return to this site the username field on the login page will be already filled out for you.	2 months	Essential
learnchildcare.online	MoodleSession	This cookie is important to the running of the site. You must allow this cookie into your browser to provide continuity and maintain your login from page to page.	Session	Essential

### How can I control the cookie preferences ?

You can manage your cookies preferences by clicking on the “manage preferences” button and enabling or disabling the cookie categories on the popup according to your preferences.

Should you decide to change your preferences later through your browsing session, you can click this link <https://soscn.org/cookies>. This will display the consent notice again enabling you to change your preferences or withdraw your consent entirely, choosing only essential cookies.

In addition to this, different browsers provide different methods to block and delete cookies used by websites. You can change the settings of your browser to block/delete the cookies. To find out more on how to manage and delete cookies, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).