



## Code Club World Limited Terms of Service

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IT ALSO CONTAINS A DISCLAIMER OF WARRANTY AND A LIMITATION OF LIABILITY CLAUSE.**

### 1. ABOUT CODE CLUB WORLD

- 1.1 Code Club World is a not for profit organisation providing educational materials free of charge to volunteers who wish to assist in providing supervised educational sessions to children within the context of the school environment. By volunteering to provide supervised educational sessions to children, you acknowledge and agree that such activities are not promoted, underwritten or provided by or in partnership with Code Club World. These Terms of Service set out the terms on which we, CODE CLUB WORLD LIMITED offer the educational materials (the “**Materials**”).
- 1.2 References to “Code Club World”, “we” and “us” are references to Code Club World Limited. References to “you” are to the person accessing, downloading or using the Materials.
- 1.3 Please review these Terms of Service carefully and make sure that you understand them before using the Materials or organising or hosting an educational session. If you do not agree to these Terms of Service, you must cease use of the Materials immediately and must not organise or host an educational session.
- 1.4 By using or downloading the Materials and/or providing educational sessions to children, you accept and agree to be bound by these Terms of Service and by all applicable laws in your jurisdiction.
- 1.5 Code Club World may at any time modify these Terms of Service. We will notify you of any changes to these Terms of Service by posting a notice on our website at [[www.codeclub.org.uk](http://www.codeclub.org.uk)] (the “**Website**”). By continuing to use the Materials after changes to these Terms of Service are made and posted on the Website, you agree to be bound by such changes. You can review the most current version of our Terms of Service at any time by clicking on the "Terms of Service" link located at the bottom of the Code Club World website at [[www.codeclub.org.uk](http://www.codeclub.org.uk)]. The most current version displayed on that page will supersede all previous versions.

## 2. APPLICABLE LAWS

- 2.1 You acknowledge and agree that there may be laws, regulations and guidelines to the provision of educational sessions to children and/or any activities where you interact with children.
- 2.2 You understand that Code Club World provides no advice relating to any requirements, registrations, compliance or other rules applicable to the operation of a code club in your jurisdiction ("**Applicable Laws**"). The provision of the Materials to you shall not constitute a representation or warranty by code club World that any activities undertaken by you (or to be undertaken by you) in respect of the Materials (including without limitation operating a code club) are legal compliant with all Applicable Laws or unregulated in your jurisdiction.
- 2.3 Code Club World specifically disclaims all liability for any breach by you or any other third party of any Applicable Laws by operation of a code club or use of the Materials howsoever arising.

## 3. YOUR CONDUCT

- 3.1 You represent and warrant that:
  - (a) you have never been convicted in any jurisdiction of any offence of violence, sexual impropriety, or any offence against a child or other vulnerable person; and
  - (b) you are not currently under investigation in respect of any matter falling within the offences detailed in (a) and you are not aware of any circumstances that could result in you being investigated, cautioned or arrested in respect of any such matter.
- 3.2 You undertake and agree to comply with all Applicable Laws.
- 3.3 You undertake not to remove or seek to remove or amend any Code Club World disclaimer on any Materials.
- 3.4 You hereby indemnify Code Club World against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Code Club World arising out of or in connection with:
  - (a) any breach of the warranties contained in clause 2 or any other provision of the these Terms of Service; and
  - (b) the enforcement by Code Club World of any term of these Terms of Service;

- (c) any claim made against Code Club World for personal injury, death or harm to any person as a result of any club or activity organised, supervised or in relation to which you are otherwise involved.

3.5 This indemnity shall apply whether or not Code Club World has been negligent or at fault.

#### **4. OUR RIGHTS**

4.1 In providing you with access to the Website and/or the Materials, we reserve the following rights, and in downloading the Materials you grant to Code Club World and agree that we shall have the following rights:

- (a) the right to refuse or withdraw your access to the Website and/or Materials for any reason at any time (with or without notice) if in Code Club World's sole and absolute discretion you violate or breach any of these Terms of Service;
- (b) the right without notice to remove or amend the Materials or any part of them for any reason whatsoever in our sole and absolute discretion; and
- (c) to make a report to a law enforcement or governmental agency in any circumstances where Code Club World deems it appropriate.

#### **5. INTELLECTUAL PROPERTY**

5.1 Code Club World and/or its licensor(s) are the sole owners of the Materials and Website. The Materials are protected by UK and International copyright and other intellectual property laws. We permit you to use the Materials for non-commercial use only and we grant you a limited license solely for that purpose. This means that you may not sell, license, modify, copy, distribute or transmit the Materials (or any part of them) for any commercial purpose or for any reason other than to provide voluntary educational sessions to children in accordance with these Terms of Service.

5.2 Any unauthorized use of the Materials will result in the automatic termination of the limited license granted by us. Code Club World reserves the right to terminate the limited license without notice at any time following an unauthorized use by you of the Materials.

5.3 You hereby undertake and agree that on creation of any translation of, or amendment to, the Materials, you grant to Code Club World an irrevocable, perpetual licence of such translation or amendment and authorise Code Club World to disseminate, publish and otherwise use or adapt (whether or not for commercial purposes) such translation or amendment for any purposes it considers appropriate. Code Club World shall not be permitted

to make payment of any fee or other remuneration to you in respect of such usage.

- 5.4 You hereby undertake to disclose on request to Code Club World the details of any legal advice or structure secured by your or put in place by you in respect of the operation of a code club using the Materials in your jurisdiction from time to time.

## **6. ELECTRONIC COMMUNICATIONS**

- 6.1 You consent to receiving electronic communications and notices from Code Club World. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **7. PRIVACY**

You provide us with information when you register on the Website and/or download the Materials. We may store such information and use it to improve the Materials and/or the services we provide through the Website. We may disclose such information to any educational establishment or non-educational establishment (as applicable) at which you volunteer and any law enforcement agency or CRB umbrella entity as we see fit in our sole and absolute discretion.

## **8. NO WARRANTY & LIABILITY LIMIT**

- 8.1 Code Club World provides the Materials and Website "as is" and without any warranty or condition, whether express, implied or statutory. Code Club World specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Code Club World assumes no liability or responsibility for any errors or omissions in the Materials; any losses or damages arising from the use of the Materials; or any harm to your reputation or losses resulting from any disclosure of information about you by us as permitted in these Terms of Service. We reserve the right to deliver the Materials and Website in our sole and absolute discretion.

- 8.2 **In no event shall Code Club World, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Materials or these Terms of Service, on any theory of liability, and whether or not advised of the possibility of damage. Code Club World does not seek to exclude liability for death or personal injury caused by our negligence, or fraud**

or fraudulent misrepresentation. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

8.3 From time to time you may use or access services, promotions and websites of third parties. In using or accessing third party services, promotions and websites, you agree to be bound by the terms of service of such third parties governing their services, promotions and websites and hereby acknowledge that we shall not be responsible for the provision of services, accuracy of promotions or content of websites belonging or operated by third parties.

8.4 By permitting you to download the Materials we are not representing or warranting that you are suitable to, or permitted by law to, volunteer to provide supervised educational sessions to children. It is solely your responsibility to ensure that you are compliant with applicable law. We provide guidance on getting CRB checks performed by an umbrella body and on the requirements for adults to provide supervised educational sessions to children. We shall not be liable if this guidance turns out to be incorrect or misleading or if you fail to comply with our recommendations or those of any third party.

## 9. GENERAL

9.1 You agree that these Terms of Service and any claim, dispute or controversy arising out of in connection with these Terms of Service or their subject matter or formation (including non-contractual disputes or claims), or the Materials shall be governed by and construed in accordance with English law. Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

9.2 Code Club World may change or discontinue provision of the Materials or the Website at any time without prior notice. We reserve the right to terminate these Terms of Service for any reason, without notice, and these Terms of Service shall automatically terminate in the event that you violate any of the terms of Service set forth herein (without prejudice to our accumulated rights against you). In the event of any termination, you will immediately cease use of the Materials and Website.

9.3 These Terms of Service are agreed between you and us. No person shall have any rights under or connection with these Terms of Service under the Contracts (Rights of Third Parties) Act 1999.

9.4 If any court or competent authority decides that any term of these Terms of Service is held to be invalid, unlawful or unenforceable to any extent, such

term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

- 9.5 Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.
- 9.6 Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision and will not relieve you from the obligation to comply with such provision.
- 9.7 These Terms of Service set forth the entire understanding and agreement between you and Code Club World with respect to the subject matter hereof.