

New Scots Connect Forum Terms and Conditions

Welcome to the New Scots Connect Forum (“**Forum**”). New Scots Connect is a national network, led by Scottish Refugee Council (“**SRC**”, “**us**”, “**we**”, “**our**”), which aims to build New Scots’ social connections and enhance Scotland’s welcome to refugees.

These Terms and Conditions were most recently updated on February **2020**.

The following Terms and Conditions govern the use of, and access to, the Forum. These Terms and Conditions refer to the following additional terms, which also apply to your use of, and access to, the Forum:



1. our [Privacy and Cookie Notice](#) and
2. our [Acceptable Use Rules](#).

You also agree to comply with any and all applicable terms and conditions as required by Basecamp from time to time. Please access Basecamp’s website at <https://basecamp.com/about/policies> for more information on Basecamp’s terms and conditions.

Who we are and how to contact us

The Forum is hosted on Basecamp, which is an application owned by Basecamp, LLC.

SRC has set-up the Forum on Basecamp, and leads the Forum.

SRC works with refugees and asylum seekers across Scotland. We are a registered Scottish Charity (registration number SC008639) and have our main offices at Portland House, 17 Renfield Street, Glasgow, G2 5AH.

If you would like to contact us, please find our contact details here: <http://www.scottishrefugeecouncil.org.uk/contact-us>

Acceptance of these Terms and Conditions

By using or accessing the Forum you confirm that you accept these Terms and Conditions and you agree to comply with them. If you do not agree to these Terms and Conditions, then please do not use or access the Forum.

Changes to these Terms and Conditions

SRC reserves the right, at its sole discretion, to modify or replace any part of these Terms and Conditions.

Every time you wish to use or access the Forum, please check these Terms and Conditions to ensure you understand the terms that apply at that time.

Your continued use of or access to the Forum following the posting of any changes to these constitutes acceptance of those changes.

Applying to access the Forum

To apply to sign-up to and access the Forum, you must:

- be at least 18 years old;
- represent or be a member of a community group (incorporated or unincorporated) working with and for refugees and / or asylum seekers across Scotland;
- not be a commercial organisation that only offers commercial goods and services in exchange for payment.

SRC reserves the right to refuse any request to be added to the Forum for any reason and without explanation.

When you apply to be added to the Forum as or on behalf of an incorporated organisation you warrant that you are authorised to act on behalf of that incorporated organisation. When you apply to be added to the Forum on behalf of an unincorporated organisation (e.g. a community club) or in your capacity as a member of an unincorporated organisation you shall be personally responsible for your actions and for meeting your obligations under these Terms and Conditions.

Purpose of the Forum

The Forum will provide a range of tools, information and opportunities that will connect groups and organisations across Scotland to help build their capacity to support and welcome refugees into communities across the country.

This Forum is not for use by commercial companies or other third party organisations offering services, such as law firms, accountants, etc.

The Forum is not for use by consumers.

Our Forum is directed to organisations and groups located in Scotland. We do not represent that content available on or through the Forum is appropriate for use or available in other locations. We may limit the availability of the Forum to any person or geographic area at any time. If you choose to access the Forum from outside Scotland, you do so at your own risk.

Your Forum account

You are responsible for maintaining the security of your Forum account and you are fully responsible for all activities that occur under the account.

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

You must immediately notify SRC of any unauthorised uses of your Forum account or any other breaches of security.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time. We may suspend or cancel your Forum account at any time in our sole discretion without notice or explanation.

If you wish to no longer be take part in the Forum, we may close your account and alter your profile information to remove all identifying characteristics. After account closure, you will no longer be able to participate in the Forum.

SRC also reserves the right to remove organisations/individuals from the Forum or cancel accounts at any time, without notice, for any reason and without explanation.

Information on the Forum

General:

- We make no representations, warranties or guarantees, whether express or implied, that the content on the Forum is accurate, complete or up-to-date.
- The Forum is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content of the Forum.
- We do not guarantee that the Forum, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Forum at any time, without notice, and without cause.

User generated content:

- The Forum may make available interactive services from time to time (e.g. message boards, group chats (campfires), private chats (pings), bulletin boards, calendars, and document/file uploads) with opportunities for users to communicate directly with other users and to upload content, information and documents ("**User Generated Content**").
- User Generated Content has not been verified or approved by SRC. The views expressed by other users on the Forum do not represent SRC's views or values.
- We are under no obligation to oversee, monitor or moderate any service or interactive service we provide on the Forum and we do not accept any responsibility for any possible risks to users from other users or third parties when using the interactive services and / or accessing or creating User Generated Content.
- We reserve the right to modify, remove or delete any User Generated Content without notice. We do not guarantee the ongoing availability or access to User Generated Content or any interactive services on the Forum.
- You own all of your User Generated Content and you grant to us and other users of the Forum a perpetual, non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use, store, modify, publish, and distribute your User Generated Content on the Forum.
- You warrant and represent that your User Generated Content will comply with these Terms and Conditions and the Acceptable Use Rules.
- If you decide to stop using and or leave the Forum, we will not automatically delete accounts, posts, or other User Generated Content. You may request an item to be removed at any time, but we will decide when and if to remove content from our Forum.

Links:

- We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which the Forum links, and that link to the Forum. SRC does not have any control over those third party websites and webpages, and is not responsible for their content or their use.

- By linking to a third party website or webpage, SRC does not represent or imply that it endorses such website or webpage.

Intellectual property rights (IPR)

Scottish Refugee Council is the owner or the licensee of all intellectual property rights in our Forum (other than User Generated Content). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not use any part of the content on our Forum without obtaining a licence to do so from us or our licensors.

“Scottish Refugee Council”, “New Scots Connect”, the New Scots Connect logo, and all other trademarks, service marks, graphics and logos used in connection with New Scots Connect, Scottish Refugees Council, and/or the Forum are trademarks/intellectual property of SRC or SRC’s licensors. Other trademarks, service marks, graphics and logos used in connection with the Forum may be the trademarks of other third parties. Your use of the Forum grants you no right or license to reproduce or otherwise use any SRC or third-party trademarks.

SRC asks all users of the Forum to respect its and others intellectual property rights. We will terminate a user’s access to and use of the Forum if, under appropriate circumstances, the user is determined to be an infringer of the copyright or other intellectual property rights of SRC or others.

Personal data and cookies

We will use your personal information as set out in our [Privacy and Cookie Notice](#)

The Forum uses cookies. A “cookie” is a small text file, which helps the server to identify your computer but not the individual. For more information on the cookies used by the Forum please read our Privacy and Cookie Notice.

Interactive services

We are under no obligation to oversee, monitor or moderate any interactive service we may provide on the Forum, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user, whether the service is moderated or not.

Indemnity

You hereby indemnify us and hold us harmless 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 us arising out of or in connection with any claim or potential claim arising out of or in connection with your User Generated Content and/or your use of the Forum.

Limitation of liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to the Forum or any content on it.

We will not be liable to you for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, the Forum; or use of or reliance on any content displayed on the Forum. In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage. The foregoing shall not apply to the extent prohibited by applicable law.

Changes to the Forum

SRC may update or change the Forum from time to time and / or, in the future, offer new services and/or features through the Forum (including, the release of new tools and resources).

Such new features and/or services shall be subject to these Terms and Conditions.

Viruses

We do not guarantee that the Forum will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Forum. You should use your own virus protection software.

You must not misuse the Forum by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. 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. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

Applicable law and jurisdiction

These Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Scots law. We both agree to the exclusive jurisdiction of the courts of Scotland.