

# Northumberland LIFE

www.northumberlandlife.org APPLICATION FORM v1.07

Organisation/Group name

Organisation/Group postal address

*(Details of how to use the service will be sent here)*

Organisation/Group tel. number

Organisation/Group fax number

Organisation/Group mob. number

Organisation/Group email address

Organisation/Group website address

Name of main contact

Brief description of what the organisation/group does (50 words max)

Name of the person who will be looking after your Northumberland Life website *(if different from above)*

Telephone number of person who will be looking after your Northumberland Life website *(if different from above)*

Email address of person who will be looking after your Northumberland Life website *(if different from above)*

Please could you tell us how you found out about Northumberland Life

**PLEASE TURN OVER**

**Please choose up to three of the following categories that best describe the type of organisation:**

- Advice
- Animal Welfare
- Arts & Crafts
- Business
- Carers
- Charity
- Children & Young People
- Disability
- Education
- Employment
- Environment
- Family History
- Film & TV
- Health
- History, Heritage & Culture
- Housing & Accommodation
- Information Services
- Just for Fun
- Local Council / Public Service
- Music
- Outdoor Pursuits
- Over 55s
- Religions, Faiths & Beliefs
- Sport, Leisure & Entertainment
- Support Groups
- Tourism & Visitor Services
- Training
- Transport
- Voluntary & Community Groups

**Please choose the areas that the organisation serves:** *(If your area is not listed below please choose the closest areas)*

- |   |   |
|---|---|
| <input type="checkbox"/> <b>All Areas</b> | <input type="checkbox"/> Heddon-on-the-Wall |
| <input type="checkbox"/> Allendale        | <input type="checkbox"/> Hexham             |
| <input type="checkbox"/> Alnmouth         | <input type="checkbox"/> Holy Island        |
| <input type="checkbox"/> Alnwick          | <input type="checkbox"/> Longhorsley        |
| <input type="checkbox"/> Amble            | <input type="checkbox"/> Lynemouth          |
| <input type="checkbox"/> Ashington        | <input type="checkbox"/> Morpeth            |
| <input type="checkbox"/> Bamburgh         | <input type="checkbox"/> Newbiggin          |
| <input type="checkbox"/> Bedlington       | <input type="checkbox"/> Norham             |
| <input type="checkbox"/> Belford          | <input type="checkbox"/> Pegswood           |
| <input type="checkbox"/> Bellingham       | <input type="checkbox"/> Ponteland          |
| <input type="checkbox"/> Berwick          | <input type="checkbox"/> Prudhoe            |
| <input type="checkbox"/> Blyth            | <input type="checkbox"/> Rothbury           |
| <input type="checkbox"/> Corbridge        | <input type="checkbox"/> Seaton Delaval     |
| <input type="checkbox"/> Cramlington      | <input type="checkbox"/> Stocksfield        |
| <input type="checkbox"/> Haltwhistle      | <input type="checkbox"/> Widdrington        |
| <input type="checkbox"/> Haydon Bridge    | <input type="checkbox"/> Wooler             |

**Choose the level of free service you would like**

- A basic listing in the community directory showing only the information given on this application form
- A mini website that displays your contact details and allows the promotion of events, contacts & jobs
- A fuller website that has up to 4 extra pages for you to add additional information about your organisation. Contact details, events, useful contacts, and job vacancies in the voluntary sector can also be displayed

**Please tick the boxes below that apply to you/your organisation:**

*Only those who comply with all items below will be considered for membership to Northumberland Life.*

- Based in Northumberland
- Contributes to inclusion & involvement for all in their local community
- Operates for the clear benefit of the local community
- Will comply with the current Terms & Conditions document

**Please tick if this applies to your organisation:**

- We are a profit making organisation that provides a service for vulnerable/disabled people

By signing below, you agree to be bound by the latest version of the document entitled "**Terms & Conditions of obtaining and running a website on the NCC Host Site**".

\_\_\_\_\_  
**Print your name**

\_\_\_\_\_  
**Sign your name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position in organisation**

Please send completed application forms to:

**Information and Lifelong Learning Team,**

**Morpeth Library, Gas House Lane, Northumberland, NE61 1TA (Tel: 01670 500 391)**

*We aim to return successful applications to the postal address given on this form within 28 days (please allow up to 90 days), complete with details of how to access your new Northumberland Life website. Unsuccessful applications will be returned with details of how to appeal, should you wish to do so.*

# Terms & Conditions of obtaining and running a website on the NCC Host Site

Last updated October 2010

## 1. DEFINITIONS

The following definitions are used in these T&C and elsewhere on the Host Site.

### T&C

These terms and conditions.

### Host Site

The computer programmes, codes, databases and facilities set up by NCC under the Host Site Address, to enable organisations, groups, businesses and individuals to build and maintain their own websites.

### Host Site Address

The internet address or domain names for NCC Community Websites which can include any of the following:

- www.northumberlandlife.org
- cobweb.northumberland.gov.uk

### Trusted User

Any person or organisation that has been issued with a User ID and Password by the Site Administrators. All Trusted Users are bound by the T&C.

### User Site

Any pages, text, images or other information submitted by the Trusted User for inclusion in the Host Site.

### The Service

Any of the facilities constituting the web page hosting Service offered on the Host Site.

### NCC

Northumberland County Council.

### Administrator Admin Team

Any person or persons appointed by NCC to control the application of the T&C and administer the Host Site.

### Upload

Enter, transmit or include any text, data or image to the pages Trusted Users create within the Host Site

### Content

The text, data, images or other materials uploaded to the pages Trusted Users create within the Host Site

## 2. ACCEPTANCE OF TERMS & CONDITIONS

The Host Site is provided by NCC and a partnership of local public, private and voluntary sector organisations working together to improve the social, economic and environmental wellbeing of people living and working in Northumberland, UK. NCC provides its Service to Trusted Users, subject to the following T&C which may be updated by NCC from time to time without notice, although NCC will endeavour to notify changes to Trusted Users through the Host Site. Permission to use The Service is at the sole discretion of NCC and permission will be refused if NCC has reason to believe that the proposed User Site will be outside of the Host Site aim, values and ethos or that any applicant will use The Service in contravention of the T&C

## 3. HOST SITE AIM

The aim of the Host Site is to encourage, promote and sustain the social, economic and environmental wellbeing of the inhabitants of Northumberland by creating a single point of access to a comprehensive range of local community information.

## 4. HOST SITE VALUES

All use of the Host Site is underpinned by the ethical and social values of equality, fairness, tolerance and impartiality. It is an inclusive Service that seeks to involve and engage all sections of the community regardless of race, ethnicity, religion or belief, gender, age or sexual orientation. The objective of The Service is to allow brief details and contact information on groups to be made available and not to provide a platform for debate or to upload the opinions of those groups. Should Trusted Users do anything that offends against the aim or values of the Host Site then they will be excluded from The Service and Host Site online community.

## **5. THE SERVICE PROVIDED**

The Host Site provides its Trusted Users with access to The Service. Unless otherwise stated, any new features that augment or enhance the current Service shall be subject to the T&C.

## **6. SUBMISSION OF PERSONAL DETAILS**

In return for using of the Service, Trusted Users agree to provide true, accurate, complete and up-to-date information about themselves using the Service's application form and maintain and promptly update that information to keep it true, accurate, complete and up-to-date. If Trusted Users fail to provide such information or provide any information that is untrue, inaccurate, not current or incomplete, or NCC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, NCC has the right to refuse any and all current or future use of the Service by that Trusted User. Trusted Users understand and agree that The Service may include certain communications from NCC, such as Service and news announcements, administrative messages, surveys and consultations. The content, format and data contained within these communications are part of the Host Site and are subject to the T&C. Trusted Users cannot opt out of receiving them.

## **7. NCC DATA PROTECTION POLICY**

In accordance with the Data Protection Act 1998 information Trusted Users have provided to NCC, will be held on computer and may be used for purposes that are pursuant to the powers and duties of the agencies that comprise NCC. NCC will not disclose this information to any third party without the consent of the Trusted User. Trusted Users agree that NCC may notify Trusted Users from time to time of Services and goods offered by third parties in cases where NCC believes this may contribute to the promotion of the social, economic and environmental wellbeing of the area. Trusted Users understand and agree that NCC may use their information in order to carry out surveys, questionnaires or consultations to support the work of NCC and partners.

## **8. CONDUCT OF TRUSTED USERS**

Trusted Users understand that the Content, whether publicly posted or privately transmitted, is the sole responsibility of the Trusted User from which such Content originated. **The Trusted User is entirely liable for all their Content** that Trusted Users uploaded, posted or otherwise transmitted via the Service. NCC does not control the Content posted via the Service and does not guarantee the accuracy, legality or quality of the Content. NCC does not endorse, approve or otherwise accept the validity of the Content submitted to the Host Site.

Trusted Users understand and agree the Host Site is maintained on behalf of the wider community and that it must be regulated in a way that will protect the integrity of The Service and avoid offence or upset to any individual, group, business or organisation.

Trusted Users shall not use the Service to:

- a) upload any Content that is unlawful, harmful, threatening, abusive, defamatory, obscene, libellous or racially, ethnically or otherwise objectionable;
- b) upload any Content that may be harmful to children in any way;
- c) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) upload any Content that Trusted Users do not have a right to transmit under any law or under contractual or financial relationships;
- e) upload, post or otherwise transmit any Content that infringes any copyright, patent or trademark;
- f) post/produce unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of information that may undermine the reputation, credibility of functionality of the Host Site or User Site in any way;
- g) express personal, political or religious views or opinions;
- h) post multiple or duplicate copies of news releases or diary events in such a way that will affect in any way the credibility of functionality of The Service;
- i) upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k) collect without their express permission personal data about other users or visitors to the Host Site or User Site;
- l) promote or provide information that may promote any illegal activities, promote physical harm or injury against any individual, group, business or organisation, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs and providing instructions on how to cultivate, propagate or otherwise promote the use of drugs;
- m) have multiple User Sites within the Host Site without prior permission from NCC.

## **9. CONTENT SUBMITTED TO THE HOST SITE**

NCC does not claim ownership of the Content Trusted Users place on User Sites. By submitting Content to NCC for inclusion on User Sites, Trusted Users grant NCC the world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content for the purpose of displaying, distributing and promoting Host Site and Host Site Address. This license exists only for as long as Trusted Users continue to maintain User Sites on the Host Site and shall be terminated 28 days after the User Site has been removed from the Host Site.

The Host Site is provided for the community. Trusted Users acknowledge that users of the Host Site have the right to object or complain about any content included on User Sites and that NCC shall have the right in their sole discretion to refuse, remove or amend any Content that is available via The Service. Without limiting the foregoing, NCC and its designees shall have the right to remove any Content that violates the T&C or is otherwise objectionable. Trusted Users agree to evaluate, and bear all risks associated with, the use of any Content included on their User Site.

## **10. DATA PROTECTION – TRUSTED USER OBLIGATIONS**

Trusted Users agree to comply with the requirements of the Data Protection Acts 1984 and 1998 and other similar statutory provisions enforceable from time to time in other parts of the world.

## **11. LIMITS ON STORAGE**

Trusted Users acknowledge and agree that NCC may need to limit the size of User Sites. Trusted Users also agree that NCC will prohibit the uploading of image files over 70KB in size.

## **12. SERVICE PROVISION**

NCC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service with or without notice. Trusted Users agree that NCC shall not be liable to Trusted Users or to any third party for any modification, suspension or discontinuance of the Service.

## **13. REMOVAL OF REDUNDANT PAGES**

Trusted Users agree to maintain their User Site and keep them up to date. Trusted Users further agree that NCC may at its sole discretion and with or without notice, remove, modify or amend any User Site or Content that has not been modified or updated for a period of 6 months or otherwise appears to be out of date.

## **14. TERMINATION**

Trusted Users agree that NCC, in its sole discretion, may terminate their use of the Service and remove and discard any Content within the Service, **for any reason**, including, including but not limited to, lack of use or if NCC believes that Trusted Users have violated or acted inconsistently with the letter or spirit of the T&C. NCC may also in its sole discretion and at any time discontinue providing the Service with or without notice. Trusted Users agree that any termination of The Service under any provision of this T&C may be carried out without prior notice, and agree that NCC may immediately delete any User Site and all related Content and prohibit any further access to the Service. Further, Trusted Users agree that NCC shall not be liable to Trusted Users or any third-party for any termination of their access to the Service.

## **15. ADVERTISEMENTS AND PROMOTIONS**

NCC controls all advertisements and promotions on the Host Site. By creating a User Site Trusted Users agree that NCC has the right to run such advertisements and promotions. Trusted Users business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or Services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between Trusted Users and the advertiser. Trusted Users agree that NCC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## **16. LINKS**

NCC, Trusted Users or third parties may provide links to other World Wide Web sites or resources. Because NCC has no control over such sites and resources, Trusted Users acknowledge and agree that NCC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. Trusted Users further acknowledge and agree that NCC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or Services available on or through any such site or resource.

## **17. NCC PROPRIETARY RIGHTS**

Except as authorised by NCC, Trusted Users agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Host Site Software, in whole or in part. NCC grants Trusted Users a personal, non-transferable and non-exclusive right and license to use the object code of its Host Site Software;

provided that Trusted Users do not (and do not allow any third party to) copy, modify, create a derivative work of or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Host Site Software. Trusted Users agree not to modify the Host Site Software in any manner or form, or to use modified versions of the Host Site Software, including but not limited to the purpose of obtaining unauthorised access to the Service.

#### **18. NOTICE**

Notices to Trusted Users may be made via either email, the postal mail Service or on the Host Site. The Service may also provide notices of changes to the T&C or other matters by displaying notices or links to notices to Trusted Users on The Service.

#### **19. GENERAL INFORMATION**

NCC shall not be required to provide any Services hereunder to the extent and for so long as it is prevented from doing so by any circumstances beyond its reasonable control (including but not limited to, the unavailability of access to the internet, failure of third party software, systems, equipment or networks and failure of third party suppliers and subcontractors).

NCC reserves the right to assign its rights under the T&C to a Charity or not-for-profit Company created expressly for the purpose of managing The Service.

A Trusted User may not assign, charge, sub-licence, sub-contract or otherwise deal with all or any of its rights or obligations under the T&C in whole or in part, without the prior written consent of NCC.

The T&C will be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over all matters arising pursuant hereto.

NCC shall not be deemed to have waived any right claim or action accruing under these T&C by the omission to exercise any such right claim or action unless the intention to waive is confirmed in writing by NCC.

#### **20. INDEMNITY**

Trusted Users agree to indemnify (and keep indemnified) NCC, its officers, agents, contractors and partners against any losses, expenses, damages and claims which it may incur as a result of the use of the Host Site, the User Site, The Service, Trusted Users connection to the Service, Trusted Users violation of the T&C, or Trusted Users violation of any rights of another.

#### **21. DISCLAIMER OF WARRANTIES**

TRUSTED USERS EXPRESSLY UNDERSTAND AND AGREE THAT:

THEIR USE OF THE SERVICE IS AT THEIR SOLE RISK. NCC DOES NOT GIVE ANY WARRANTY AND MAKES NO REPRESENTATIONS ABOUT THE SERVICE. IN PARTICULAR, WITHOUT LIMITATION, NCC GIVES NO WARRANTIES AND MAKES NO REPRESENTATIONS RELATING TO THE AVAILABILITY OF THE HOST SITE OR THE USER SITE OR IN RESPECT OF ANY SECURITY BREACHES WHICH MAY OCCUR AT THE HOST SITE OR USER SITE. ALL WARRANTIES, REPRESENTATIONS AND TERMS WHICH MAY OTHERWISE HAVE BEEN IMPLIED INTO THE T&C BY LAW OR OTHERWISE ARE HEREBY EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

NCC SHALL NOT BE LIABLE TO THE TRUSTED USERS IN ANY CIRCUMSTANCES FOR ANY ECONOMIC LOSS, INCLUDING LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, HOWSOEVER ARISING AND WHETHER CLAIMED UNDER CONTRACT, TORT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT SUCH LOSS IS REASONABLY FORESEEABLE OR MADE KNOWN BY THE TRUSTED USER TO NCC. FOR THE AVOIDANCE OF DOUBT, NCC SHALL HAVE NO LIABILITY TO THE TRUSTED USER WHATSOEVER RESULTING FROM THE TRUSTED USERS USE OR ATTEMPTED USE OF THE HOST SITE OR NCC SOFTWARE OR ANY SUCH USE BY THIRD PARTIES.