

the reading agency

groupthing.org:

Terms and Conditions of Use

Please read these terms and conditions carefully, they contain important information about your use of the groupthing.org website.

If you have any questions then please email info@groupthing.org

1. Introduction

- 1.1 Please read these terms and conditions carefully before using the groupthing.org website operated by Read – The Reading Agency (**'Reading Agency', 'groupthing.org', 'our', 'we' or 'us'**) (Company Number: 03904882, Registered Charity Number: 1085443 and VAT number: 568 4777 78).
- 1.2 In particular, we draw your attention to **clauses 7 (your contributions) and 14 (liability)**. By accessing or using groupthing.org, or by registering to use it, you agree to be legally bound by these terms and conditions as they may be modified and posted on our website from time to time.
- 1.3 If you are under the age of 16, please make sure that you get the consent of one of your parents or guardians before registering and using the site.
- 1.4 If you do not wish to be bound by these terms of use, then you may not access or use groupthing.org.

2. Nature of our website

- 2.1 groupthing.org is an online community where young people creatively engage with reading and words.

3. Use of groupthing.org

- 3.1 You agree to use groupthing.org only for lawful purposes and in a way that does not restrict or inhibit anyone else's use and enjoyment of groupthing.org or infringe their rights.

4. Privacy policy

- 4.1 As part of your use of groupthing.org, you will be giving us personal information about you such as your name, address and date of birth. We are very careful in how we use and process this data.
- 4.2 We handle all your information strictly in accordance with our privacy policy. Please take the time to read this policy and let us know if you have any questions about it.

5. Registration

- 5.1 In order to participate in and contribute to the groupthing.org community you will need to register with a valid email address.
- 5.2 You should make sure that you never reveal any personal details on the website. This includes things like your full name, where you live, your phone number and your email address. You should not reveal anyone else's personal details either.
- 5.3 You must not let anyone else use your personal registration details and you must not create false or multiple accounts for any reason. You must also not use proxy IP addresses.
- 5.4 If we have reason to believe that you are abusing the website, not complying with the House Rules or these terms and conditions then we may monitor your groupthing.org account and may cancel your registration immediately without needing to send you any kind of formal confirmation (such as a letter or email).
- 5.5 If we cancel your registration, you will not be allowed to register again.
- 5.6 When you cease to be registered (for whatever reason) you should be aware that any contributions you made to the site will remain visible to the other users.

6. Rules for using groupthing.org

- 6.1 In order to ensure that groupthing.org remains a website that everyone enjoys using safely, you must be considerate of other users and comply with the rules in these terms of use.
- 6.2 This is a list of things that you **must** do:
 - 6.2.1 You **must** be courteous and considerate to other users of groupthing.org at all times.
 - 6.2.2 You **must** follow the House Rules. If there is any conflict between the House Rules and these terms of use, then the terms of use will prevail.
 - 6.2.3 You **must** try to be creative and constructive when commenting on others' work.
- 6.3 This is a list of things that you must **not** do:
 - 6.3.1 You must **not** upload (or encourage someone else to upload) any material which is rude, illegal, distasteful, offensive, inflammatory, contains bad language, discriminates against someone because of their age, race, sex or disability, harasses or threatens someone or is otherwise likely to upset them.
 - 6.3.2 You must **not** do anything which might cause offence to any other person (whether they are a member of groupthing.org or not) such as being rude, threatening or offensive.
 - 6.3.3 You must **not** advertise or promote any business or use groupthing.org for any commercial purpose.
 - 6.3.4 You must **not** deliberately misuse the complaints facility.
 - 6.3.5 You must **not** post any advertisements or business communications.

- 6.3.6 You must **not** post any links on the website unless they are relevant and do not link to any offensive, illegal or harmful website.
- 6.3.7 You must **not** impersonate any person or collect information about another person without their express consent.
- 6.3.8 You must **not** post or transmit any files containing harmful computer code.

7. Your contributions to groupthing.org

- 7.1 groupthing.org takes a 'Creative Commons' approach to the licensing of content.
- 7.2 Subject to clause 7.6 below, you agree that any content you post on the website will be subject to a **Creative Commons CC Attribution Non-Commerical Share Alike 2.0 UK: England and Wales** licence. This means that you give permission for other people to:
 - 7.2.1 copy, distribute, display and perform your work; and
 - 7.2.2 make derivative works.
- 7.3 However, other users can only do this if they:
 - 7.3.1 give the original author credit for the work; and
 - 7.3.2 use it only for non-commercial purposes; and
 - 7.3.3 distribute it only under a licence identical to the one that you are granting them.
- 7.4 You can see a complete copy of the licence here: <http://creativecommons.org/licenses/by-nc-sa/2.0/uk/>
- 7.5 If you wish to copy or modify the work of another user, you may do so on the terms of the Creative Commons licence provided they have not opted out in accordance with clause 7.6.
- 7.6 We appreciate that you may not want other users to copy or change your work so you may opt out of granting the Creative Commons licence in respect of any particular contribution you make by selecting the "all rights reserved" tick box on the creative upload form. If you do choose to opt out, you must still grant groupthing.org a licence to display the content on the website.
- 7.7 **If you do not opt out then you will automatically be granting other users the right to copy and change your work as described above.**
- 7.8 Any contribution you make to any part of groupthing.org (including text, photographs, graphics, video or audio) must be your own original work and not be copied from anyone else unless you are copying or changing the work of another user on groupthing.org who has not opted out of the Creative Commons licence.
- 7.9 You must ensure that the posting of the material on the website does not infringe the intellectual property rights of any other person. For example, you are likely to infringe someone's intellectual property rights if you copy wording out of a book or from another website.

- 7.10 If you use the name of a person in your contribution, or someone could be identified from what you post, then you should make sure that you have their consent (or the consent of one of their parents or guardians if they are under the age of 16).
- 7.11 We will normally show your nickname or, if you are over 18, your name alongside your contribution, unless you request otherwise. For operational reasons, this is sometimes not possible.
- 7.12 You grant groupthing.org permission, free of charge, to use your contribution in any way it wants (including modifying and adapting it for operational and editorial reasons). Groupthing.org may share your contribution with trusted third parties.
- 7.13 All copyright, trade marks, design rights, patents and other intellectual property rights in and on groupthing.org and all content (including applications but not including rights in user contributions) is and will remain owned by the Reading Agency or to persons who have granted the Reading Agency a licence. You must not copy, reproduce or modify anything in any way except as expressly provided for in these terms of use.
- 7.14 If you have any questions about contributing to groupthing.org then please email editor@groupthing.org.

8. Moderation

- 8.1 We reserve the right to monitor, edit and/or remove any communications on the website at our discretion.
- 8.2 All content on groupthing.org is post-moderated (with the exception of content on groups set up by professional users) which means that we check what users are contributing to the website but only **after** it has been posted. We will endeavour to remove any contributions that are not suitable within a reasonable period.
- 8.3 The majority of the content posted in the groupthing.org community is created by members of the public. The views expressed are theirs and unless specifically stated are not those of groupthing.org or the Reading Agency. We are not responsible for any content posted until such time that we should reasonably have removed the offending material under our post-moderation obligations set out above.

9. Modifications to website

- 9.1 We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of our website or the content or services available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content will be subject to these terms and conditions.
- 9.2 Please note that although we try to ensure that the content of our website is accurate, it may contain typographical errors or other inaccuracies.

10. Security

- 10.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by you for use on our website. You may not share these with or transfer them to any third parties.

You must notify us immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention.

- 10.2 We endeavour to ensure that our website has adequate security measures in place to protect the loss, misuse and alteration of any information in our control.

11. Applicability of online materials

- 11.1 Our website is controlled and operated by us from our offices in England.
- 11.2 We have sought to ensure that our website complies with the laws of England and Wales. However, we make no representations that the materials on our website are appropriate or available for use in locations outside England and Wales. Those who visit our website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of our website and/or viewing of it, or use of any material or content on our website or services are contrary to or infringe any applicable law in your jurisdiction, you are not authorised to view or use our website and you must exit immediately.

12. Linked sites

- 12.1 The Reading Agency and groupthing.org make no representations whatsoever about any other websites which you may access through our website or which may link to our website. When you access any other website you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accept any responsibility for the content, or the use of, such a website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

13. Availability of our website

- 13.1 We will try to make our website available but cannot guarantee that it will operate continuously or without interruptions or be error free and we can accept no liability for its unavailability. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

14. Liability

- 14.1 We do our very best to make sure that groupthing.org is a fun and safe place for you to interact with other people of a similar age. However, if we have done something wrong (i.e. if we have breached a duty that we owe to you, or breached any of our obligations in these terms of use) then we cannot be liable for the following things:
- 14.1.1 **Loss of any business profits or the opportunity to make business profits.** This website is designed for non-commercial, not-for-profit use only.
 - 14.1.2 **Loss of reputation.** We do our very best to ensure that no inappropriate content ends up on our website but, by its nature, we cannot be responsible for what other people write.

- 14.1.3 **Loss of data or damage to your computer.** We cannot guarantee that any material on our website will be free from infection, viruses and/or other code that has contaminating or destructive properties.
- 14.1.4 **Loss which is not a reasonably foreseeable result of our breach.** Something is 'foreseeable' if it could be contemplated by you at the time you register as a user on groupthing.org as a likely result of our breach. It is likely that 'non-foreseeable' loss will be things that happen as a side effect of the main breach.
- 14.1.5 **Loss to the extent caused by your misuse of groupthing.org or breach of these terms of use.**
- 14.2 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our website and is compatible with our website. You also understand that you are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to protect your particular computer system.
- 14.3 The limitations and exclusions in this clause do not affect your statutory rights.
- 14.4 Nothing in this clause excludes liability for personal injury or death caused by our negligence.

15. Professional Users

- 15.1 This section of the terms of use applies only to users who have registered as 'professional users'.
- 15.2 In order to be a professional user and gain access to the enhanced groupthing.org features, you must:
 - 15.2.1 pay the fee in accordance with any instructions given at the point of order; and
 - 15.2.2 complete and return the professional user registration form; and
 - 15.2.3 ensure that you, and any other professional users from your organisation, have had a standard criminal records bureau ("**CRB**") check. If at any stage a professional user ceases to meet the criteria to pass the CRB check then you must immediately stop using groupthing.org and contact us.
- 15.3 You must only use groupthing.org as permitted by the website and must not modify, adapt, or copy any part of it (including the source code).
- 15.4 Your registration will last as long as specified in the package you have purchased and will automatically terminate upon expiry of that period.
- 15.5 You may terminate your registration at any time by giving us notice in writing but you will not be entitled to a refund of any part of the fee.
- 15.6 We may terminate your registration if (in our reasonable opinion) you or any members of your organisation are not complying with these terms of use or are not using groupthing.org in an appropriate way.

- 15.7 Content on groups set up by professional users is reactively moderated. This means that we will only moderate any contributions where there has been a complaint or query raised in respect of any particular contribution.
- 15.8 These terms of use in their entirety will apply to you and any other professional user at your organisation.

16. General

- 16.1 We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. We will do our best to notify you in advance of the changes.
- 16.2 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.
- 16.3 These terms and conditions and your use of our website are governed by English law and you submit to the exclusive jurisdiction of the English courts.
- 16.4 Neither you nor we will be held liable for any failure to perform any obligation to the other due to causes beyond your or the Reading Agency's respective reasonable control.
- 16.5 Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.
- 16.6 These terms and conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.

17. Replacement

- 17.1 These terms and conditions replace all other terms and conditions previously applicable to the use of our website.