



Volunteering Application Form and Policy

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Associated documents
Safeguarding Policy Lone Working Policy

Volunteering role: _____

Name: _____

Date of Birth: _____ Identified Gender: _____

Contact Number: _____

Email address: _____

Address:

Do you consider yourself to have a disability? Yes/No

Do you have any requirements, conditions, illness, or allergies that we should be aware of?

Emergency Contact Name: _____

Emergency Contact Number: _____

Under 16?

If you are under the age of 16 we need to get consent from a parent or guardian before you can start volunteering.



Name of Parent/Guardian: _____

Phone Number: _____

Email: _____

Disclosure and Barring Service Check DBS

ONLY complete IF the post you are applying for requires a Standard or Enhanced Disclosure & Barring Service (DBS) Check(Please refer to advert, job description and person specification).

If the post that you are applying for requires a Standard or Enhanced Disclosure & Barring Service (DBS) check, this post will be exempt from the Rehabilitation of Offenders Act (ROA) 1974.

The amendments to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (2013 and 2020) provides that when applying for certain roles and activities, certain convictions and cautions are considered 'protected'. This means that they do not need to be disclosed to employers, and if they are disclosed, employers cannot take them into account.

There is a [list of offences](#) that will always be disclosed on a Standard or Enhanced DBS Certificate (unless they relate to a youth caution). These are known as 'specified offences' and are usually of a serious, violent or sexual nature, or are relevant in relation to safeguarding children and vulnerable adults. All convictions resulting in a custodial sentence, whether or not suspended, will always be disclosed. Youth cautions, warnings and reprimands will not be disclosed automatically on a Standard or Enhanced certificate. See [DBS Filtering guidance](#) for more information. If you have had a conviction or caution further guidance can be found via ["Telling an employer, university or college about your criminal record"](#). [MCC's DBS Policy](#) is also available for your information. Full web addresses for these links can be found at the end of the application form.

Do you have any unspent conditional cautions or convictions under the Rehabilitation of Offenders Act 1974?

☐ Yes ☐ No



Do you have any adult cautions (simple or conditional) or spent convictions that are not protected as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2020?

☐ Yes ☐ No

Any disclosure of information obtained on a DBS certificate will be discussed with the applicant and risk assessed as part of a pre-volunteering process.

About you

Please tell us why you are motivated to apply for this role and highlight any relevant experience or personal qualities that make you suitable.

Reference Details

As part of our safe recruitment process, we ask for references for all new volunteers.

Please, give the names of two referees who have **agreed** to provide a reference on your behalf.

First Reference

Name: _____

Relationship to you: _____



Phone Number: _____

Email: _____

Second Reference

Name: _____

Relationship to you: _____

Phone Number: _____

Email: _____

Confirmation, declaration and signature

☐ Please tick this box to agree to our terms and conditions (overleaf)

☐ Please tick this box to consent to your data being stored on the Monmouthshire County Council data management system (Kinetic) your data will be available to system administrators for the purpose of audit and ensuring safeguarding and safe recruitment (more information available in terms and conditions).

☐ Please tick this box to allow us to share your personal information with external providers if you choose to apply for external opportunities through the kinetic system.

Signature: _____

Print Name: _____



Volunteer Monmouthshire Privacy Policy

Privacy Notice

This privacy notice explains what personal information is collected, what it is used for and who it is provided to. The notice also describes why we require your data, and the legal basis on which we do this.

This privacy notice relates to our activities involving volunteering and volunteers. It provides additional information that specifically relates to this particular activity and all activities performed when using this web application.

1. What kinds of personal information does this service use?

We use personal information, such as name, address, date of birth, gender, contact details and relevant experience.

We also use the following special category personal information:

- ethnic origin;
- disability

Where required by an event organiser, evidence of a satisfactory DBS check may be required where volunteering involves working with children or vulnerable adults.

2. What is your personal information used for?

We use your personal data for the following reasons:

- to promote volunteering opportunities or events in the county and also recruit and match volunteers for these opportunities or events;
- maintaining our own accounts and records;
- assess performance and to set targets;
- to enable us to monitor our equalities duties.

3. What is the lawful basis we are relying on to use personal information?

We collect and use this information under the following lawful basis:-

Article 6 basis:



- you, or your legal representative, have given consent to this particular information being used (Art 6(1)(a));
- it is necessary for compliance with a legal obligation to which we are subject (Art 6(1)(c)).

Article 9 basis:

- you, or your legal representative, have given explicit consent to this particular information being used (Art 9(2)(a))
- for reasons of substantial public interest based upon the law (Art 9(2)(g)).

4. Where has your personal information come from?

Personal data will be submitted by you.

5. Who we will share your personal data with:

We share your personal data with an event or opportunity organiser with whom you have expressed an interest in volunteering with.

6. Automated decision making / Profiling:

The programme does not involve automated decision making.

7. What rights do you have in relation to your personal information?

By law you have the rights over how your data is collected, processed and stored. These are:

- the right to ask for access to the personal information we hold about you
- the right to ask that your personal information is given to you, or another service provider of your choice, in a commonly used format
- the right to ask us to stop using or to delete your information
- the right to ask us to limit what we use your personal information for
- the right to ask us to change personal information you think is wrong

please [contact Volunteer Monmouthshire](#) to exercise any of these rights.



8. How to contact us

If you have any questions or concerns about how the Council uses your personal information, please [contact Volunteer Monmouthshire](#).

9. Complaints or queries

If you have any concerns about the way the Council processes your personal information, you have the right to complain to the [Information Commissioner's Office](#).

Volunteer Monmouthshire Terms and Conditions

Monmouthshire County Council (the Council) recognises the important and valuable contribution made by volunteers who give freely of their time to add value to the services provided by the paid workforce, with the ultimate aim of improving services for the community.

A volunteer is not an employee of the Council and there is no binding contractual relationship between volunteers and the Council. Volunteers are not a replacement or substitute for paid employees.

The role of volunteers is complementary, not supplementary, to the role of paid employees. Volunteers will not undertake the work of paid employees nor will they cover vacant posts. Volunteers will not be employed in times of industrial action to do the work of paid employees but may continue with their regular complementary role should the appropriate support / supervision be available.

Safeguarding

Safeguarding children and adults at risk from abuse is everybody's responsibility.

Monmouthshire County Council is committed to ensuring that people living in the County are safe and protected and that its statutory duties to safeguard and protect children, young people and adults at risk are discharged.

The Council's workforce shares a responsibility, both collectively and individually, to ensure that children and adults at risk are protected from harm. Council employees,



County Councillors, volunteers and contractors who come into contact with children or adults at risk are expected to understand their responsibility and where necessary take action to safeguard and promote the welfare of vulnerable people.

The Council's Safeguarding Policy applies to all volunteering opportunities where the volunteer engages with children, young people and adults at risk. This is covered in the initial induction and training is provided wherever appropriate.

Please visit <https://www.monmouthshire.gov.uk/safeguarding/> for more information

DISCLOSURE & BARRING SERVICE (DBS)

All opportunity providers are responsible for ensuring that where opportunities involve regulated activity, appropriate DBS certificates for the correct level are in place in advance of any opportunity commencing. The volunteer's **original certificate** should be seen by the opportunity provider. Where information is disclosed on a DBS certificate a Risk Assessment should be carried out and signed off by a Monmouthshire County Council Chief Officer and Monmouthshire County Council's Safeguarding Unit .

Where a volunteer has an existing DBS certificate and is subscribing to the DBS Update Service, the opportunity provider will request to see the original DBS certificate (and level

checked), photographic identification, and will obtain the consent from the volunteer to access the DBS Update Service so that a DBS status check can be undertaken. If the DBS status check shows "no status change", the original DBS certificate remains valid. The Issue number of the original DBS certificate remains the same, however the date that the DBS Update Service status check was undertaken becomes the new date of issue for the original DBS certificate. If the DBS status check shows "status change" then a new DBS application form will need to be completed by the volunteer and processed by the opportunity provider.

All volunteers should be encouraged to subscribe to the DBS Update Service as this is free of charge and means opportunity providers are able to undertake instant checks on DBS certificates providing there is no change in the level of check being requested. Full information on levels of checks is provided in the Council's DBS policy.

Volunteer Health

Health Checks – Health assessments checks will be required for volunteers in 'high risk' roles. These would be roles which involve driving or roles which involve strenuous or stressful activity or roles which require auditory/visual assessment. These roles are also identified by considering whether a volunteer would pose a high risk to



themselves or to others, should they become unwell or incapacitated whilst carrying out their volunteering activity. An example of a role requiring a health check would be a volunteer bus driver within our Grass Routes community transport team. Information will be captured for every volunteer on their application form and if any medical condition gives cause concern, a health assessment check may be undertaken and advice will be sought from People Services on (PeopleServices@monmouthshire.gov.uk) 01633 644400.

General Data Protection Regulation (GDPR)

General Data Protection Regulation (GDPR) is an important piece of European Union legislation that aims to strengthen and unify data protection for individuals.

Monmouthshire County Council (MCC) complies with the Data Protection Act 2018, General Data Protection Regulation 2016 and any applicable law relating to data protection by ensuring that your personal information is processed in accordance to law.

* A Data Privacy Impact Assessment has been undertaken by MCC regarding the use of supplier "TeamKinetic" to process personal information necessary for the purposes of brokering volunteering opportunities and volunteering records management.

* Appropriate contracts are in place where MCC is instructing data processors TeamKinetic to process your personal data on MCC's behalf, in line with GDPR requirements to fulfil specific, relevant and necessary tasks.

* A full Data Privacy Notice is available below (via TeamKinetics Terms and Conditions)

Information must be collected and used fairly, stored safely and not disclosed unlawfully. Examples are (but are not limited to): TeamKinetic being privy to your Internet Protocol "IP" address, obtaining information you have entered through online submissions (name, date of birth, address etc.) or via mobile phones, other applications and so on to perform a function.

TeamKinetic are responsible for the site and processing on MCCs behalf, should you feel any information is inaccurate or should no longer be held, please contact info@TeamKinetic.com

Prior to engaging with TeamKinetic site (in any means- as a visitor, potential volunteer, customer organiser or supplier etc.) please fully familiarise yourself with the TeamKinetic Terms & Conditions and TeamKinetic Data Protection and Privacy Policy.



MCC does not control any related business partners' use of personal data, they will have their own privacy policies. You will need to give TeamKinetic your explicit consent should you wish your information to go to onto any business partner, third party or for it to travel outside of the European Union Economic Area (EEA).

If you would like any further information please contact Connor Leacock
connorleacock@monmouthshire.gov.uk

MONMOUTHSHIRE COUNTY COUNCIL'S VOLUNTEER KINETIC SYSTEM IS DESIGNED AND BUILT BY TEAMKINETIC.

You can find their Terms & Conditions below

TeamKinetic's Terms and Conditions

Please view the following terms and conditions for using this site, making contact with other users of this site ("Users") and hosting, volunteering at and attending TeamKinetic opportunities ("Opportunities") powered by TeamKinetic.

We, TeamKinetic Limited, registered in England and Wales under company number 8181594 with our registered office at Office 14, Parkway 2, Parkway Business Centre, Princess Rd, Manchester M14 7HR ("TeamKinetic"), provide you with access to our website at TeamKinetic.com and any other domains, microsites or web pages maintained by or on behalf of us (collectively the "Site") subject to the following terms and conditions ("Terms and Conditions"). These Terms and Conditions also apply in relation to any opportunities referred to on the Site that you host, volunteer at and/or attend ("Opportunities").

References in these Terms and Conditions to "we", "us" or "our" mean TeamKinetic. References to "you" or "your" are to you, the individual accessing the Site. If you access the Site on behalf of an organisation such as a potential host of a TeamKinetic event, references to "you" or "your" shall be deemed to include references to that organisation and you represent to us that you, the individual accessing the Site, are authorised to do so, and to make the commitments required by these Terms and Conditions, on behalf of that organisation.

1. Agreement to these Terms and Conditions and related documents

By: (i) using the Site; (ii) (where applicable) ticking the box confirming you accept these Terms and Conditions; or (iii) (where applicable) agreeing to these Terms and



Conditions by virtue of providing certain information as notified to you, you indicate your agreement to be legally bound by: (i) these Terms and Conditions; (ii) any documents incorporated into these Terms and Conditions by reference, being our Data Protection and Privacy Policy, our Guidelines on the use of the TeamKinetic logo and any other notices, guidelines and rules published by us on the Site from time to time ("Website Documents"); and (iii) all applicable laws and regulations governing the Site and/or relating to the protection of the TeamKinetic brand and preventing the creation of any unauthorised association with them. You further agree to the use of any information that we may gather relating to you as a result of your use of the Site, in accordance with and as further described in our Data Protection and Privacy Policy.

2. Updates to these Terms and Conditions

We reserve the right to update or otherwise change these Terms and Conditions at any time without notice. If we do so, we shall post the changes on the appropriate page on the Site and indicate at the top of this page when the Terms and Conditions were last updated. Please review these Terms and Conditions regularly to ensure that you are aware of such changes. Your continued use of the Site after such changes are posted indicates your agreement to be legally bound by the updated Terms and Conditions.

3. Use of the Site

a. We grant you permission to use the Site as set out in these Terms and Conditions on condition that you shall access and use the Site solely for lawful and non-profit-making purposes and shall otherwise comply with these Terms and Conditions. Your access to the Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services.

b. You may not use the Site for any of the following purposes: (i) infringing the rights of, restricting or inhibiting anyone else's use or enjoyment of the Site; (ii) disseminating any unlawful, fraudulent or otherwise objectionable material; (iii) gaining unauthorised access to our computer systems or otherwise breaching applicable laws or regulations; or (iv) transmitting, or procuring the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

c. You may not use the Site if you are under 12. If you are under 16 – please get your parent's or guardian's permission before using any interactive features of the Site (e.g. uploading any content to the site) or providing your name or email address. When you use any interactive features of the Site, do not reveal any personal information about yourself or anyone else (e.g. your telephone number, home address or email address).

4. Contact made through the Site and TeamKinetic Opportunities



Amongst other things, the Site facilitates contact between Users with a view to the hosting of Opportunities. TeamKinetic does not vet Users or take any responsibility for Users. You should make appropriate enquires before making arrangements with other Users or hosting, attending or volunteering at Opportunities.

In relation to Opportunities:

a. Whilst we permit Opportunities to be listed on the Site and may, in some cases, provide marketing, advertising or promotional collateral to be used at the Opportunities ("Collateral"), you acknowledge and accept that we otherwise have no responsibility for any aspect of the Opportunities. In particular, we provide no warranty or assurances in relation to the quality, safety, content, organisation or operation of any Opportunity and disclaim any liability in respect of the Opportunities as further set out in paragraph 11 below.

b. If you are hosting an Opportunity, you agree to do so: (i) in accordance with all applicable laws and regulations (including in relation to health and safety and data protection); (ii) with all due skill, care and professionalism; (iii) using the Collateral in the manner and to the extent prescribed by TeamKinetic; and (iv) in accordance with any agreements made with the owner/operator of the venue where the Opportunity is to be staged (the "Venue Owner"). You further agree not to transfer any personal data that you receive in relation to Users (or other Opportunity attendees) outside of the European Economic Area unless you have notified TeamKinetic and obtained consent from the relevant individual(s).

c. If you are hosting an Opportunity, you agree to consult with TeamKinetic before granting any third party sponsorship, endorsement or promotional rights in relation to that Opportunity, in order to ensure that the rights which TeamKinetic has provided to its official partners are protected. You further agree to liaise with the relevant Venue Owner to ensure that they do everything within their power to prevent ambush marketing from taking place at the Opportunity.

d. If you are attending an Opportunity (including as a volunteer), you agree to: (i) comply at all times with the instructions of the host/organiser of the Opportunity and the Venue Owner; and (ii) assess for yourself the suitability of the Opportunity for your particular purpose.

5. Copyright and intellectual property

a. Subject to paragraph 7 below, all information, data, text, documents, graphics, logos, designs, images, pictures, photographs, videos, podcasts, weblogs, software, interactive features or other content, services or materials (and any part of them) accessible on the Site ("Materials") are protected by copyright, trademarks and other intellectual property rights and are the proprietary materials of TeamKinetic and/or our licensors. As between you and TeamKinetic, all rights in the compilation, arrangement and any adaptations of Materials on the Site are owned by TeamKinetic.



We reserve all rights that are not specifically granted under these Terms and Conditions

b. Except to the extent otherwise specifically indicated on the Site, you may not copy, reproduce, republish, download, post, modify, adapt, distribute, transmit, communicate to the public or otherwise use any of the Materials in any way without the prior written consent of TeamKinetic and/or our licensors or (as applicable) the owner of the relevant intellectual property rights.

c. The Site is provided for your personal, non-profit-making use only. Any Materials that are specifically permitted for your use are made available solely for your personal, non-profit making use and solely for the purposes stated on the relevant part of the Site. You also agree to comply with any restrictions on downloading or other use of Materials stated on the relevant part of the Site and agree not to modify, adapt or create a derivative work from any Materials except to the extent specifically permitted and except solely for your personal, non-profit-making use. Each reference in these Terms and Conditions to "personal, non-profit-making use" specifically excludes (without limitation): (i) publishing, publicly displaying or otherwise communicating to the public the relevant Material(s) (e.g. via the internet) for any purposes whatsoever; and (ii) use of the relevant Material(s) in promotional or marketing materials for any business or other enterprise (whether in hard-copy form, electronically or otherwise). For the avoidance of doubt, you shall use any Collateral that may be supplied to you by TeamKinetic or the license holder strictly for the purposes, and in accordance with the instructions, notified to you by TeamKinetic or the license holder.

d. The Site is maintained, controlled and operated on our behalf by TeamKinetic from our facilities in the United Kingdom, and we make no representation that the Materials are appropriate or available for use in other locations. If you use the Site from other locations, you are responsible for compliance with all applicable local laws and regulations.

6. Linking policy

You may not use any link to the Site as a method of creating an unauthorised association between TeamKinetic and any organisation, business, goods or services and you agree that no such link shall portray us or our partners (or our or their activities, products or services) in a false, misleading, derogatory or otherwise objectionable manner.

We restrict links from the Site to links to the websites or web pages of certain associated and supporting organisations. We are not responsible for the contents or reliability of any website or web page to which the Site (or a linked website) is linked, and do not necessarily endorse the views expressed within them. Linking to or from the Site does not constitute or imply any endorsement, authorisation or association of



any kind. We cannot guarantee that links will always work and we have no control over the availability or content of linked pages.

7. User-generated Content

Please read this section carefully before uploading any content to the Site. It gives us, our Successors (as defined below) and Users of the Site permission to use such content. Subject to such permission, you retain ownership of such content.

a. We may now or in the future permit users of the Site to upload, post, submit, email, distribute, publish, transmit and/or otherwise communicate to or via the Site ("upload", related words to be construed accordingly) Materials provided by such Users ("User-generated Content" or "UGC" for short). For example, such UGC may take the form of:

- photographs or other images
- videos
- content from social media platforms
- club registration information
- provision of Opportunity information; or
- participant profiles

You acknowledge that, whether or not such UGC is uploaded to any facility on the Site, we cannot guarantee its confidentiality. We shall not be liable for any lost data resulting from your use of the Site. We urge you to retain your own back-up versions of any UGC that you upload.

b. By uploading any UGC, and in consideration of our making available to you the opportunity to upload UGC (which you acknowledge as a sufficient benefit to you), you irrevocably and unconditionally grant the following rights:

(i) you grant to us and to each of our successors in title, assignees and licensees in respect of such UGC ("Successors") a non-exclusive, worldwide, sub-licensable and royalty-free licence of the entire right, title and interest in and to such UGC in order that we and each Successor may use, copy, reproduce, modify, adapt, edit, reformat, translate, create derivative works from, incorporate into other works, transmit, distribute, perform, play, broadcast and otherwise communicate to the public (together, "Utilise") such UGC (whether in whole or in part or copies of the same) in any format or medium now known or later developed (including, without limitation, on or via any website operated by, and in any promotional materials produced by, us or any of our Successors) for the full period during which such rights subsist (including all renewals, revivals, reversions and extensions of the same) and thereafter (to the fullest extent possible) in perpetuity;



(ii) you grant to us and each Successor each and every consent that may be required under the Copyright, Designs and Patents Act 1988 and any other laws now or in future in force in any part of the world which may be required by us or our Successors throughout the world to Utilise such UGC in accordance with the above licence and grant of rights;

(iii) you grant to each User a non-exclusive licence to view, hear, read, stream, download, link to and otherwise access your UGC through the Site and to Utilise such UGC as permitted through the functionality of the Site and under these Terms and Conditions; and

(iv) in connection with the permitted use of such UGC in accordance with the above licences and grants of rights: (A) you hereby waive, or warrant that you have procured the waiver of, in favour of us, each Successor and each User all so-called "moral rights" or similar rights now existing or created in the future in any part of the world in respect of such UGC; and (B) you grant to us, each Successor and each User the non-exclusive, royalty-free right to utilise any name, user name, screen name, likeness, photograph, signature and/or biographical material submitted to us by you.

c. For the avoidance of doubt, you shall continue to retain the entire legal ownership of all such proprietary rights in your UGC (and in any reproductions of the same) as vest in you. If you do not want to grant the rights set out above, do not upload your UGC to the Site.

d. You shall be solely responsible for your own UGC and the consequences of uploading it. By uploading any UGC, you warrant and represent for the benefit of us and our Successors that you own the entire right, title and interest in and to such UGC or have all necessary licences, rights, consents and permissions to use, and to authorise us and each Successor to use, any and all intellectual property rights or other third-party rights in and to such UGC to enable utilisation of such UGC in the manner contemplated by these Terms and Conditions.

e. In connection with UGC, you shall not impersonate another person and shall not upload any UGC that:

(i) is copyrighted, protected under the law of confidence or otherwise subject to third-party rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the relevant third party to upload the UGC and to grant all of the rights granted by you under these Terms and Conditions;

(ii) is defamatory, obscene, indecent, harassing, threatening, harmful or offensive, incites racial or religious hatred, violates any law or encourages conduct that would amount to a criminal offence or give rise to civil liability and/or is otherwise objectionable;

(iii) represents falsehood(s) or misrepresentation(s) that could damage, or are in any way disparaging of, us, any of our Successors or any third party (or such persons' activities, products and/or services);



(iv) is directly or indirectly profit-making or contains any advertisement, promotion or solicitation of business;

(v) contains viruses or any other computer code, corrupt files or programmes designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment; or

(vi) includes any information about any identifiable individual other than you, unless that individual has agreed to the uploading of that information.

f. You shall, and shall procure that any necessary third party shall, do all such further acts and execute and deliver all such other documents as may be reasonably requested by us to confirm the grants of licences and rights under these Terms and Conditions.

g. You acknowledge that, when using the Site, you may be exposed to UGC from a variety of sources, and that we are not responsible for the truth, accuracy, usefulness or safety of such UGC. We do not endorse any UGC or any opinion, recommendation or advice expressed in such UGC, and we disclaim any and all liability in connection with UGC.

h. While we look forward to receiving UGC when we specifically ask for it, it is our policy not to accept or consider ideas, concepts, suggestions or other communications or materials other than those that we have specifically requested and then subject to any specific terms, conditions and requirements that may apply to them. This is to avoid any misunderstandings if your ideas etc. are similar to those that we have developed or are developing independently. Accordingly, you agree that unsolicited UGC will be treated as non-confidential and non-proprietary.

8. Removal of Materials

a. We are entitled at our option, but not obliged, to pre-screen and/or pre-moderate any UGC uploaded by you or other Users, along with any other Materials. We reserve the right in our sole discretion: (i) not to post UGC on the Site; and (ii) to remove, or to suspend or disable access to, Materials at any time without liability and with or without prior notice. In particular, we do not permit infringement of third-party rights on the Site, and we shall remove, suspend or disable access to, any Materials if properly notified that such Materials infringe third-party rights.

b. If you are a rights-owner (or an agent acting for a rights-owner) and believe that any Material infringes your rights and you wish us to remove such Material from the Site or to suspend or disable access to it, please send us a notice by email to info@TeamKinetic.co.uk with the subject line "Removal request" and provide us with the following information:

(i) an electronic or physical signature of the rights-owner or a person duly authorised to act on behalf of the rights-owner;

(ii) details of the rights and proprietary material that are claimed to have been infringed (or, if multiple proprietary materials on the Site are to be covered by a single notification, a representative list, and detailed description of the extent, of such materials);

(iii) details of the Material that is claimed to be infringing or to be the subject of



infringing activity, together with information reasonably sufficient to permit us to locate the Material (including a URL and/or screen shot);

(iv) information reasonably sufficient to permit us to contact you, such as a postal address, telephone number and, if available, an email address; and

(v) a statement by you that: (A) you believe in good faith that use of the Material in the manner complained of is not authorised by the rights-owner or the rights-owner's agent or by law; (B) the information in the notification is true and accurate; and (C) you are the rights-owner or are duly authorised to act on the rights-owner's behalf.

9. Information on the Site

While we endeavour to provide accurate and up-to-date information on the Site, it is provided for information purposes only, without any guarantee, warranty, representation or endorsement of any kind as to its accuracy or completeness or otherwise (whether express or implied), and it does not constitute professional or legal advice. If it comes to attention that any information on the Site is inaccurate, please let us know by contacting info@TeamKinetic.com.

10. Advertising and sponsorship

Part of the Site may from time to time contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that Materials submitted for inclusion on the Site comply with relevant laws, regulations and codes. We shall not be responsible for any error or inaccuracy in such advertising or sponsorship Materials or that they comply with relevant laws, regulations or codes.

11. Disclaimer

To the fullest extent permitted by applicable law, we disclaim all warranties, conditions and other terms of any kind, express or implied, in connection with the Site, any Opportunity and your use of the Site and hosting of or attendance or volunteering at any Opportunity (including, without limitation, as to satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy). Your use of the Site and/or the Materials and/or your hosting of or attendance or volunteering at a Opportunity is entirely at your own risk. Without limiting the foregoing, we do not warrant or represent that the operation of the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the server that makes it available will be free of viruses, nor do we warrant or represent the full functionality, accuracy and reliability of the Materials.

12. Limitation of liability

a. The Site and the Materials are provided "as is" and on an "as available" basis. In no event shall we or any of our Successors be liable to you for any loss of business profits, data or goodwill or for any indirect, special or consequential loss whatsoever,



arising out of or in connection with, the use of the Site and/or Materials and/or any Opportunity.

b. We shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our reasonable control.

c. Nothing in these Terms and Conditions excludes or limits our liability for any liability which cannot be excluded or limited under applicable law.

13. Indemnity

You agree to indemnify us on demand against any and all claims, actions, proceedings, demands, damages, losses, liabilities, costs and expenses suffered or reasonably incurred by us as a result of, or in connection with, any claim or allegation made against us that UGC uploaded to the Site by you infringes anyone else's rights.

14. Miscellaneous

a. These Terms and Conditions and the Website Documents (as the same may be updated from time to time) constitute the entire agreement between you and us regarding your use of the Site. If there is any conflict between this web page and specific terms appearing elsewhere on the Site, such specific terms shall prevail.

b. These Terms and Conditions and the Website Documents have been (or will be) drawn up in the English language. These Terms and Conditions and each of the Website Documents shall be interpreted in the English language. Where these Terms and Conditions or any of the Website Documents (or any part of these Terms and Conditions or a Website Document) is translated into any language in addition to English and there is any conflict in meaning between the English-language version and such translated version, the English-language version shall prevail in all respects.

c. The section headings in these Terms and Conditions and all Website Documents are inserted for convenience only and have no legal or contractual effect.

d. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

15. Governing law and jurisdiction

These Terms and Conditions shall be governed by, and interpreted in accordance with, the law of England, whose courts shall have exclusive jurisdiction over any dispute, claim or matter (including any non-contractual claims) arising under or in connection with these Terms and Conditions. If you have any queries, comments or feedback about these Terms and Conditions or about the Site, please contact us by email.