

Terms and Conditions for use of the Kent Planning Network for Nature community hub

These Terms and Conditions are the terms which govern the use by any individual, member, participant, organisation, company or charity (user, you or your) who register to join, contribute and participate in the Kent Planning Network for Nature community hub (hereafter called the “Community”).

The Community is operated by a collaborative group of organisations (RSPB, Kent Wildlife Trust, and Community Planning Alliance) (Hosts, our, we or us) and is provided via a platform hosted by Mighty Networks (hereafter called the “Website”).

These Terms and Conditions apply to all users, including the Hosts. Any submission of contributions, material or content by you to the Community means that you accept and agree to abide by all these Terms and Conditions. These Terms and Conditions are in addition to the Mighty Networks [Website Terms of Use](#) and [Acceptable Use Policy](#) and also supplement our Privacy Policy, all of which together form the agreement.

The Hosts take your privacy very seriously; we will only use your personal information in accordance with the terms of our Privacy Policy. By submitting a contribution to the Community you acknowledge and agree that you have read and accept the terms of our [Privacy Policy](#).

Privacy Statement

The RSPB, Kent Wildlife Trust, and Community Planning Alliance are collaborating as Hosts for the Kent Planning Network for Nature. Mighty Networks will on our behalf collect personal data from you as part of the process to register as a user of the Community. That data will be kept only for the duration of your membership. Your data will not be used for any other purpose unless specified by you. Please see both the [Mighty Networks Privacy Notice](#) and our [Privacy Policy](#) for more information on our data processing and on your data protection rights.

Use of Community

We provide the use of the Community 'as is' without any express or implied warranty, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Access to the Community is free of charge. However, when accessing the Website, you may incur charges from third parties, such as your operator or internet service provider, over which we have no control or liability.

You must be a registered user in order to add a post, leave a comment or upload an image. To complete registration, all users must submit a valid email address and to ensure child safety and welfare, the Community is only open to people 18 years old or over.

By registering, you confirm that you are 18 years old or over and certify that the information you provide in the registration is accurate. You agree to keep your information accurate and up to date. We reserve the right to test your email address and, should any email we send to you bounce or be rejected for any reason, we reserve the right to suspend your registration until you provide us with a valid email address.

The Community is not for reproduction on any other website or to be used for personal commercial gain.

The Community is for people interested in how planning and development may impact the nature and environment of Kent.

Moderation

We will do our best to assess any possible risks for users from third parties when they use the Community, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate the Community, and we expressly exclude our liability for any loss or damage arising from the use of the Community by a user in contravention of our content standards below (Content Standards), whether the Community is moderated or not.

If the Community is moderated, contributions submitted to the Community (“Contribution”) may be checked by us for compliance with the Content Standards. If we moderate, we may stop moderating the Community at any time.

We reserve the right to remove, re-post or disable access to any Contribution at our complete discretion. In the event that we choose to investigate a Contribution, we reserve the right to remove the Contribution for 28 Working Days (meaning days other than a Saturday, Sunday or public holiday in England when banks in London

are open for business), whilst we make an assessment. If a Contribution is found not to breach the Content Standards, it may be re-posted.

We expressly exclude liability for any loss or damage arising from the use of the Community by any user or person in contravention of these Terms and Conditions.

You can flag any material you think is offensive, anti-social or in breach of these Terms and Conditions using the 'Report' button. That will bring the content to the attention of the Hosts' moderators.

Postings within the Community do not necessarily reflect the views of all or any individual Host and thus, the Hosts will not be held accountable for any postings deemed offensive in the first instance.

Content Standards

Be aware that users will have a wide range of interest, experience and knowledge - so please treat everyone with the respect and courtesy you would expect to receive yourself. We appreciate that not everyone shares the same views all the time and ask you to respect that too. Please do not use the Community to air claims of personal or organisational grievance against any individual Host(s) or user.

You may not post material to the Community that breaches the Content Standards. In particular, you must be clear that any view you express/post is your own and relevant to the Community topic.

These Content Standards apply to each part of a Contribution as well as to its whole. The Content Standards must be complied with in spirit as well as to the letter. We will determine, in our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.
- Be relevant.

A Contribution must **not**:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation or age.
- Disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual.
- Infringe any copyright, database right, trade mark or any other intellectual property of any other person or organisation or any other personal rights.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Be in contempt of court.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Bully, intimidate or harass other users.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us if this is not the case.
- Advocate, promote or incite any third party to commit, or assist any unlawful or criminal act.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.
- Incorporate any viruses, malware, phishing or spam.
- Do anything that could disable, overburden or impair the proper working of the Community or the Website.

Contributions

You should follow the instructions pertaining to the Community in order to add a Contribution.

It is strictly prohibited for any user to copy, share or use any Contribution from the Community in any other media in any format (e.g. paper or digital) outside of the Community.

Copyright and Trademarks

Please do not pass off other people's texts, images or works as your own. Any Contribution must be your own work; it must not infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights, or covered by a public access or creative commons licence. You are welcome to attach your own images or photographs, but files may be modified or removed if there are technical or legal reasons for doing so.

Please respect the privacy of others. If your Contribution features other people who are recognisable, you are responsible for ensuring that you have their permission for the Contribution in accordance with these Terms and Conditions. Contributions featuring children under 18 or vulnerable adults can only be accepted if you are the parent or guardian; by accepting these Terms and Conditions you warrant that you are the parent or guardian and that you grant permission for the Contribution to be treated according to the uses set out in these Terms and Conditions.

Full copyright title and ownership shall be retained by the author of any submissions. By submitting any Contribution to the Community, you specifically give us the following permission: you grant us a non-exclusive, worldwide, transferable, sub-licensable, royalty-free, perpetual, irrevocable licence to use freely, edit, alter, reproduce, publish and/or distribute the Contribution you produce on the Community and Website. Contributions that you post onto the Community may be available in perpetuity and be shared with other users or third parties over which we have no control, subject to the [Website Terms of Use](#). Furthermore, by submitting your Contribution, you are warranting that you have the right to grant us the non-exclusive copyright licence described above. This is also applicable to any content that is licensed to you from a third-party.

You must not post any Contribution for which you are not in a position to grant such a licence, and you agree that in doing so, you are in breach of these Terms and Conditions, and are fully and solely responsible for any liability or action including but not limited to all legal costs and expenses that may arise out of your breach of any intellectual property rights or other law.

When you publish Contributions or information, it means that you are allowing other users and anyone accessing the Community, to access and use that information, and to associate it with your user details. Any Contribution provided will be non-confidential and in accordance with privacy restrictions set out in our Privacy Policy. You accept that we have no control over, or responsibility for, the uses to which third parties may use your Contribution.

If you do not grant the Hosts this licence to use your Contributions in accordance with the Terms and Conditions, please do not share or submit them to the Community.

The names and logos of the Hosts and all related trademarks are the property of the respective individual Hosts. These may not be used without the prior written consent of the relevant Host.

Breach of these Terms and Conditions

If we consider that a breach of the Content Standards above has occurred, we may at our discretion take such action as we deem appropriate. Failure to comply with these Terms and Conditions constitutes a material breach of the terms of use under which you are permitted to use the Community, and may result in us taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Community.
- Immediate, temporary or permanent removal of any Contribution already posted on the Community.
- Issue a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- If we have withdrawn your right to use the Community, whether temporarily, permanently or otherwise, any attempt (whether successfully or not) to register under another name or to post Contributions during the period in which your right has been withdrawn will be deemed a breach of these Terms and Conditions.

Liability

We exclude all liability for: (i) content posted by any user or third party other than the respective Host, (ii) the quality or conduct of any third party or user you encounter in connection with your use of the Community, (iii) any third-party website, third-party product, or third-party service accessible to you through the Website.

We exclude liability for all action we may take in response to breaches of these Terms and Conditions. The actions described above are not limited and we may take any other action we reasonably deem appropriate. Save as expressly provided for in these Terms and Conditions neither the Hosts nor their respective trading subsidiaries shall be liable for any direct, indirect, incidental or consequential loss or damage, loss of business or business interruption or reputational harm or loss or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of your use of the Community and your Contribution or any part thereof.

You agree to indemnify the Hosts and their trading subsidiaries in full against all liabilities, costs, claims, damages or expenses in relation to a third-party claim that your submission or Contribution infringes the intellectual property rights of that third party.

You agree to indemnify the Hosts, their trading subsidiaries and all other Community users in full against all liabilities, costs, claims, damages or expenses in relation to any third-party claims in respect of your breach of any of these Terms and Conditions.

Your safety and personal details

You should never disclose any confidential information, especially your or someone else's address or telephone numbers.

You may, if you wish, give some more details about yourself in the 'Personal profile' section, such as location, gender and interests, which is visible to other members but is entirely optional and at your discretion.

The Privacy Policy will apply whenever you provide personal information, except as required by law, where we can pass on personal data without consent for example for the purpose to prevent and detect crime; or in accordance with these Terms and Conditions.

The Community site is securely hosted by a USA-based company (Mighty Software Inc. Registered address: 530 Lytton Avenue 2nd Floor, Office #208, Palo Alto, California, CA 94301, United States), therefore, any personal data you provide will be transferred to this territory and subject to their [Privacy Policy](#). The company operates from the United States therefore, your data will be accessible by Mighty Software staff in the USA.

Complaints

If you wish to complain about any Contribution posted to the Community, please e-mail us using the e-mail address kentpnfnhost@rspb.org.uk. We will then review the Contribution and decide whether it complies with the Content Standards above. We will deal with any Contribution which, in our opinion, violates the Content Standards as described above (see section "Breach of these Terms and Conditions"). We will inform you of the outcome of our review within a reasonable time of receiving your complaint.

Changes to these Terms and Conditions

These Terms and Conditions (as amended from time to time) constitute the entire agreement concerning your use of the Community and your Contribution. The Hosts reserves the right to update these Terms and Conditions from time to time and at any time.

We may revise these Terms and Conditions at any time and an updated version will be effective as soon as published on the Website. You are expected to check this page from time to time to take notice of any changes we may make, as they are legally binding on you.

Governing Law

The Terms and Conditions and the use of the Community shall be governed by English Law.

All claims or disputes arising out of or in connection with this Community shall be subject to the jurisdiction of the courts of England.

If you have any queries relating to terms of use or this Community please contact us at kentpnfnhost@rspb.org.uk.