

SiteWorks Terms & Conditions

Terms and Conditions for u3as using the SiteWorks Content Management System

1. Background

- 1.1. The SiteWorks system is a server based Content Management System based on WordPress with u3a specific Plugins (as described in the definitions under clause 2 below).
- 1.2. Third Age Trust Trading Limited (TATTL), Company Number 11899419, provides the SiteWorks system as a service to u3as. The SiteWorks system provides a WordPress based website and support for the users through staff members from the Third Age Trust, volunteers (known as "SiteWorks Team") and, where necessary, by professional contractors and other authorised third parties.
- 1.3. These terms and conditions govern the basis on which the SiteWorks System is provided by TATTL. A u3a agrees to comply with these terms and conditions when it applies for a SiteWorks website.
- 1.4. The effective date of this document is 1st September 2023.

2. Definitions

SiteWorks Team A team of volunteers which delivers the SiteWorks Service to u3as on behalf of TATTL.

SiteWorks System Admin The team members that configure WordPress instances and allocate sub domains, user id and passwords for the use of the Web Manager.

Web Manager The person within a u3a with responsibility to the u3a committee for administering and developing the u3a's SiteWorks website.

Applicant u3a A u3a which has applied to use the SiteWorks website system but does not have a live site yet.

SiteWorks Service The service provided under the name "SiteWorks" comprising the server space with a WordPress instance, sub domain, software, data storage and support services and materials.

Controller Has the meaning in the Data Protection Legislation.

Data Protection Legislation All applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of personal data, as amended or re-enacted from time to time, including (without limitation) the UK GDPR, the European General Data Protection Regulation (Regulation (EU) 2016/679) (the GDPR) and the Data Protection Act 2018.

Data Subject Has the meaning in the Data Protection Legislation.

Intellectual Property Rights Means copyright, patents, utility models, rights to inventions, and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Contract The agreement between: (i) the Applicant u3a and (ii) TATTL governing the use of the SiteWorks Content Management System.

Open Source Software Software made available to u3as under a GNU General Public License without warranty or guarantee.

See:

<https://opensource.com/resources/what-open-source>

https://en.wikipedia.org/wiki/GNU_General_Public_License

Personal Data Has the meaning in the Data Protection Legislation.

Plugins Means a piece of software that “plugs into” a WordPress site to provide a specific facility or enhancement.

Processor Has the meaning in the Data Protection Legislation.

Processing / process Has the meaning in the Data Protection Legislation.

TATTL Third Age Trust Trading Limited.

UK GDPR Has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

SiteWorks sub domains takes the form ‘youru3asname.u3asite.uk’

Server / VPS (Virtual Private Server) A computer that is configured to deliver web content via the internet.

System User A member who has been registered as an authorised user of the SiteWorks system and who has a password for access to the system. System Users will be allocated access privileges by the Web Manager depending on their role within their u3a.

WordPress instance A portion of a server assigned to a specific u3a containing a copy of WordPress and approved Plugins needed to create a SiteWorks website. Each instance is private and only available to that u3a.

You / Your Has the meaning of the executive committee of the System User or Applicant u3a represented by the signatory for the System User or Applicant u3a, which is usually the Chair of the executive committee.

Any reference to written information includes correspondence in email format.

The SiteWorks product

3. Site Content

- 3.1. SiteWorks websites are provided to allow u3as to promote and disseminate information about their u3a and its activities.
- 3.2. The website should not be used to host, embed, or link to, other content except where it enhances or complements the u3a content. The websites should not be used for commercial activity or endorsements.
- 3.3. No copyright material should be used on the website without the permission of the copyright holders.
- 3.4. The website must not be used for any unlawful purpose or for the publication, linking to, issue or display of any unlawful material. This includes any pirated software, material which is obscene, pornographic, threatening, malicious, harmful, abusive, defamatory or which breaches Intellectual Property rights of any third party or which is or encourages criminal acts, or contains any virus, worm,

trojan or other harmful code whether under English law or regulation, the laws or regulations of the country or any other place where or such material can be accessed.

- 3.5. The use of the following types of software is not permitted: peer-to-peer (P2P) public file sharing software such as, Napster, Kazaa, and Morpheus or Internet Relay Chat (IRC) software, such as mIRC.
- 3.6. All System Users must ensure that any files uploaded to the website have been scanned for viruses and malware in advance of upload. If any files uploaded to the website are infected then the SiteWorks Team and the hosting supplier reserve the right to disable the hosting account or website and/or delete the files without notice. TATTL shall not have any liability if, in the reasonable opinion of TATTL, it was deemed necessary to disable the hosting account or website, and/or to delete files to prevent further damage or loss.
- 3.7. Neither the hosting supplier, TATTL or the SiteWorks Team undertake to validate or vet material for usability, legality, content or correctness. It remains the responsibility of the u3a executive committee to manage the content of their own website.
- 3.8. Subject to fair usage, there is no limit on the amount of file storage available to a u3a using SiteWorks. However because of the large storage / bandwidth requirements System Users must not use the SiteWorks system to host video files. A video hosting platform such as YouTube, Google Drive etc. should be used.

4. Licensing

- 4.1. u3as will be supplied with a WordPress instance loaded with an approved set of plugins. WordPress and the SiteWorks u3a Plugins are licenced under an Open Source licence, the terms of which a u3a accepts by using the SiteWorks Service. Full details of the licence can be found here:- <https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>.
- 4.2. The SiteWorks u3a Plugins have been developed by volunteers within the SiteWorks Team. Extensive testing has been carried out to ensure that they are fit for purpose but there is no guarantee that they are completely error free.
- 4.3. The pre-installed Plugins and WordPress settings should not be altered by a u3a. These are listed in the Operational Procedures document. System Users who introduce unapproved Plugins or modify the code or settings of the approved Plugins do so at their own risk and TATTL accepts no liability for the use of unapproved and/or modified Plugins or where settings have been altered from those set out in the Operational Procedures document.
- 4.4. TATTL and the SiteWorks Team will provide a centralised update service for both WordPress and approved Plugins. This will be provided on an as required basis and shall be agreed between the parties.
- 4.5. You shall promptly inform TATTL in writing if you become aware of:
 - 4.5.1. any unauthorised use of the SiteWorks System;
 - 4.5.2. any actual, threatened, or suspected infringement of any Intellectual Property of TATTL in the SiteWorks System; and
 - 4.5.3. any claim, by any third party, that the SiteWorks System infringes its Intellectual Property or the Intellectual Property of any other person.

5. Charging Policy

- 5.1. The fee for the SiteWorks Service is £50 (including VAT) per annum, invoiced annually in advance. No refund will be payable for unused portions of the year, if applicable. As this is introducing a new service, there will be no charge to u3as until 1st April 2025.

5.2. The initial Invoices will be sent by TATTL to You and will be due for payment 30 days from the date of the relevant invoice. The first annual fee will be calculated on a pro rata basis to the 31st March in the next calendar year. Thereafter, annual renewal fees will be due on 1st April.

5.3. The Third Age Trust will pay the SiteWorks service fee for a new u3a in its first year of operation.

5.4. At least six months' notice will be given to a u3a before a price increase comes into effect.

6. Data Protection

6.1. The parties hereby agree that, to the extent TATTL processes Personal Data on behalf of the u3a, TATTL will act as a processor for and on behalf of the u3a (as controller).

6.2. To the extent that TATTL acts as a processor for the u3a with respect to the Personal Data, TATTL shall:

6.2.1. only process the Personal Data for the purposes of performing its obligations under this Contract and in accordance with the written instructions given by the u3a from time to time;

6.2.2. immediately inform the u3a if, in TATTL's opinion, an instruction from the u3a breaches a requirement of Data Protection Legislation, provided that the foregoing obligation shall not be construed as an obligation on TATTL to provide legal or professional advice or services to the u3a;

6.2.3. at the request of the u3a (and at the u3a's expense), provide to the u3a such reasonable assistance as is contemplated by Article 28(3)(e) and (f) of the UK GDPR;

6.2.4. TATTL shall promptly and without undue delay notify the u3a in writing of each personal data breach affecting the Personal Data of which it becomes aware;

6.2.5. ensure that appropriate technical and organisational measures are in place to safeguard against the unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data and such measures shall, at a minimum, meet the requirements of Article 32 of the UK GDPR;

6.2.6. ensure that any of its personnel who are authorised to process the Personal Data are bound by a duty of confidence to maintain the confidentiality of the Personal Data;

6.2.7. upon conclusion of the Personal Data processing activities contemplated by this Contract, and to the extent technically possible, TATTL will securely return or securely destroy the Personal Data and all copies in the SiteWorks System unless TATTL is required to keep such Personal Data for its compliance with applicable law; and

6.2.8. provide the u3a with all information reasonably requested to enable the u3a to verify TATTL's compliance with this clause 6.2.

6.3. TATTL may subcontract the processing of Personal Data to any third party (a subprocessor). TATTL shall notify the u3a of each subprocessor that it intends to subcontract the processing of Personal Data to (e.g. the hosting provider for the SiteWorks Service) and will ensure that it has in place an agreement with the subprocessor that provides no less protection for Personal Data than those set out in Clause 6. TATTL shall remain responsible for the acts and omissions of its subprocessors.

7. System Availability

7.1. The SiteWorks website is designed to be available at all times and it is anticipated that disruption of service will be rare. However, TATTL cannot guarantee that the SiteWorks website or any content on it will always be available, be uninterrupted or free from errors or omissions. TATTL will not be liable to a u3a if, for any reason, the SiteWorks website is unavailable at any time or for any period.

- 7.2. You acknowledge that the SiteWorks website user support is provided mainly by the SiteWorks Team.
- 7.3. The SiteWorks Team will use reasonable endeavours to assist you if You have any problems using the SiteWorks website or if there are any failures or disruptions on the SiteWorks website, but TATTL cannot guarantee how long it might take to respond to Your queries or to address and fix any failures or disruptions.
- 7.4. Details of planned periods of unavailability of a significant duration, for planned maintenance, will be made available on the SiteWorks website <https://siteworks.u3a.org.uk/> and/or be displayed on the front page of the help desk.

8. Backup

- 8.1. The hosting supplier backs up the Server and, in the event of a hardware failure, takes reasonable steps to restore a Server to full operation. The time to restore operation is solely dependent on the time to restore from off-site server-level backups. The more data in the backup, the longer it will take.
- 8.2. Individual u3a's WordPress instances are automatically backed up on a daily basis and each backup is kept for two weeks. Backups are stored both on the Server (for speed of access if disk space allows) and off-site using JetBackup (this is an automatic system).
- 8.3. u3as can ask the **SiteWorks System Admin** to restore a website to the state it was on any day in the previous two week period.

9. User Support

- 9.1. The SiteWorks Team provides various levels of support to Applicant u3as and System Users. These include but are not limited to:
 - 9.1.1. User documentation including a user guide available on the SiteWorks Service home page and other 'How-to' guides;
 - 9.1.2. an online user forum. The forum provides a facility for the SiteWorks Service community to ask questions and post answers in the best tradition of mutual help. The SiteWorks Team monitors the forum and responds if no community answer is forthcoming or if the issue is technical in nature; and
 - 9.1.3. a website providing information about the SiteWorks Service and links to key documentation and other support.
- 9.2. The provision of support to System Users by the SiteWorks Team is very much dependent on its pool of suitably experienced volunteers. Generally, a response from the SiteWorks Team should be expected, but cannot be guaranteed, within 72 hours.

10. Suspension or Termination of the Contract

- 10.1. Subject to Clause 10.3, TATTL agrees to provide each u3a with six months' written notice of termination.
- 10.2. The u3a has the right to terminate this Contract, by giving one calendar month's written notice, by sending an email to TATTL at support@siteworks.u3a.org.uk with their request. TATTL will acknowledge all written notices of termination within 7 days of receipt.
- 10.3. TATTL reserves the right to suspend, disable or immediately terminate any System User in the following circumstances:
 - 10.3.1. in TATTL's reasonable opinion Your u3a is using the SiteWorks System inappropriately or incompetently, or in a way that might bring TATTL into disrepute; or

- 10.3.2. Your u3a fails in its responsibilities to protect the SiteWorks Service and its data; or
- 10.3.3. Your u3a breaches these terms and conditions in a way that cannot be corrected; or
- 10.3.4. Your u3a fails to correct a breach within a reasonable time period, and in any event, within 28 days if TATTL asks You to do so; or
- 10.3.5. there is, in TATTL's reasonable opinion, a similarly very serious reason that requires Your access to the SiteWorks System to be terminated; or
- 10.3.6. You fail to pay the appropriate fees.

10.4. In the event of termination, all rights granted to You to use the SiteWorks Service under this Contract shall cease and access to the SiteWorks System will be disabled.

11. Warranties

11.1. TATTL shall use best endeavours to ensure that the SiteWorks System performs as specified, but TATTL does not and cannot guarantee:

- 11.1.1. that the information TATTL provides, or that is provided through the SiteWorks Team, or on the SiteWorks System is accurate, complete, up-to-date, reliable or correct;
- 11.1.2. the availability of the SiteWorks Team who are a team of volunteers;
- 11.1.3. that the SiteWorks System will meet Your requirements;
- 11.1.4. that the SiteWorks System will be available at any particular time or location;
- 11.1.5. that the SiteWorks System will function in an uninterrupted manner or be secure;
- 11.1.6. that any defects or errors will be corrected; or
- 11.1.7. that the SiteWorks System is at all times secure, free of viruses or other harmful components.

11.2. Any subject matter downloaded or otherwise obtained through the SiteWorks System is done so at Your own risk and You will be solely responsible for any loss of data or other damages that result from download or use of any such material.

11.3. The SiteWorks System is provided to You on an "as is" and "as available" basis.

11.4. To the maximum extent permitted by law, TATTL expressly disclaims any and all guarantees and conditions of any kind, whether express, implied or statutory, including without limitation any implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement.

12. Liabilities

12.1. Subject to clause 12.3, TATTL shall not in any circumstances have any liability for any losses or damages which may be suffered by a u3a (or any System Users), as a result of a u3a or System Users using the SiteWorks Service whether:

- 12.1.1. the losses or damages are indirect or consequential,
- 12.1.2. and whether the losses or damages that arise in contract, tort (including negligence) or otherwise which fall within any of the following categories:
 - 12.1.2.1 special damages even if TATTL were aware of the circumstances in which such special damages could arise;

- 12.1.2.2 loss of profits;
- 12.1.2.3 loss of anticipated savings;
- 12.1.2.4 loss of business opportunity;
- 12.1.2.5 loss of goodwill; and/or
- 12.1.2.6 loss or corruption of data.

12.2. Subject to clause 12.1, the aggregate maximum liability of TATTL, whether in contract, tort (including negligence) or otherwise and whether in connection with this Contract or any collateral contract, shall in no circumstance exceed the annual fee paid for the service.

12.3. The exclusions in clause 12.1 shall apply to the fullest extent permissible at law but TATTL does not exclude liability for:

- 12.3.1. death or personal injury caused by the negligence of TATTL, its officers, employees, contractors or agents;
- 12.3.2. fraud or fraudulent misrepresentation;
- 12.3.3. any other liability which may not be excluded by law.

13. Confidential Information

13.1. Each party undertakes to keep confidential and not to disclose to any third party any information supplied under these terms and conditions that is proprietary or confidential and is clearly labelled as such or identified by the disclosing party as confidential information, without the prior written approval of the other party.

13.2. Confidential Information shall not be deemed to include information that:

- 13.2.1. is or becomes publicly known other than through any act or omission of the receiving party;
- 13.2.2. was in the receiving party's lawful possession before the disclosure;
- 13.2.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 13.2.4. is independently developed by the receiving party, which can be shown by written evidence;
or
- 13.2.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

13.3. The parties' obligations under this clause 13 shall survive the termination of the agreement for a period of one (1) year from that date.

14. General Terms

14.1. TATTL shall have no liability to You if TATTL is prevented from or delayed in performing its obligations under these terms and conditions or from carrying on its business, by any acts, events, omissions or accidents beyond its reasonable control.

14.2. If any provision (or part of a provision) of these terms and conditions is found by any court to be invalid, unenforceable or illegal, the other provisions shall remain in force.

14.3. These terms and conditions are the whole agreement between the parties and replace any previous understanding or agreement between TATTL and the participating u3a.

- 14.4.** TATTL may, at any time, and at its sole discretion, modify these terms and conditions, and will give You advance notice of any such modifications, except in exceptional circumstances outside of TATTL's control where such modifications are necessary to maintain the service.
- 14.5.** You may not assign, transfer, charge, or sub-license any of Your rights or obligations under these terms and conditions to any other person.
- 14.6.** TATTL may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms and conditions, giving reasonable notice except in urgent circumstances.
- 14.7.** Nothing in these terms and conditions is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 14.8.** These terms and conditions do not confer any rights on any person or party (other than the parties and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.9.** These terms and conditions and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by English law. Legal proceedings can be brought in the English courts. In Wales, legal proceedings can be brought in either the Welsh or the English courts. In Scotland, legal proceedings can be brought in either the Scottish or the English courts. In Northern Ireland legal proceeding can be brought in either the Northern Irish or the English courts.