

1st August 2011

Terms and Conditions for V-Base Recruiter

YouthNet UK operates the National Volunteering Database and provides the V-Base Recruiter Service to enable organisations to post volunteering opportunities on the National Volunteering Database.

Your application:

Clause 2 of these terms and conditions applies to your application for a V-Base Recruiter Account.

If your application is accepted:

If your application for a V-Base Recruiter Account is accepted, this Agreement shall apply to the provision of the V-Base Recruiter Service to you and to your use of the V-Base Recruiter Service.

1. Definitions

In these terms and conditions the following expressions shall have the meanings set out below:-

"you" (and "your")

the organisation that applies for a V-Base Recruiter Account on behalf of whom these terms and conditions are accepted and any person YouthNet reasonably believes is acting with the applicant organisation's authority or knowledge;

"V-Base Recruiter Account"

the facility extended under this Agreement allowing you to use the Service;

"Agreement"

the contract between YouthNet and you for the provision of the Services incorporating these terms and conditions and the Application Form;

"Application Form"

the application form for a V-Base Recruiter Account displayed and completed online;

"Annual Membership Fees"

the annual membership fees for the Services as set out in YouthNet's [annual membership fees table](#) as such annual membership fees table may be amended by YouthNet from time to time;

"Commencement Date"

the date of YouthNet's written acceptance by email of your application for a V-Base Recruiter Account;

"Freeze"

suspension of a V-Base Recruiter Account (including sub-accounts) from further activity and removal of all live opportunities posted using that Account (including any sub-accounts) from the National Volunteering Database Website. "to Freeze" shall be construed accordingly;

"IP Rights"

patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, trade marks, service marks, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs, copyrights, design rights, moral rights, database rights, publication rights, rights in know-how, trade secrets and confidential information and all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world;

"Member"

A member is an organisation that directly uploads volunteering opportunities onto the national volunteering database. A member is not entitled to any voting and governance powers with respect to either YouthNet or its services.

"Membership Period"

a period of one year commencing on the Commencement Date as such period may be extended by successive periods of one year in accordance with Clause 7b;

"National Volunteering Database"

YouthNet's database of volunteering opportunities known as the National Volunteering Database;

"National Volunteering Database Website"

the National Volunteering Database website to be found at www.do-it.org.uk;

"V-Base Recruiter Service"

the provision of access to the National Volunteering Database Website allowing organisations to post information about volunteering opportunities with the organisation on the National Volunteering Database;

"Opportunity Data"

information posted by you on the National Volunteering Database using the V-Base Recruiter Service;

"Related Services"

the provision of technical support services as described in Clause 3c and other membership benefits as described in Clause 4;

"Services"

the V-Base Recruiter Service and the Related Services;

"Volunteer Development Agency"

a local volunteer development agency being an organisation providing support at local level for individual volunteers and volunteer-involving organisations which is listed on the database searchable by clicking [here](#); and

"YouthNet"

YouthNet UK, a company limited by guarantee and registered in England under company registration number 3031098 whose registered office is at 100 Victoria Embankment, London EC4Y 0DH.

- 2. The terms and conditions set out in Clause 2 below shall apply to you in respect of your application:**

Acceptance procedure

- a) The following are among the criteria used to accept or decline applications for a V-Base Recruiter Account:-
 - i) if you are a national charity, only an application by your head office based in the UK will be accepted. If you are a local branch of a national charity you should ask your head office to apply;
 - ii) if you are a regional charity based in England, recruiting volunteers in a specific geographic area within the UK, your application will not be accepted unless you operate in two or more counties;
 - iii) if you are a local charity based in Scotland, Wales or Northern Ireland, you may apply for a V-Base Recruiter Account and YouthNet will consider your application on an individual basis but we advise that you also register with your local Volunteer Development Agency;
 - iv) if you are a local charity (i.e. a charity recruiting volunteers in a specific geographic area within the UK which does not operate in two or more counties) which is based in England, you can advertise your volunteering opportunities on www.do-it.org.uk through your local Volunteer Development Agency. Please [click here](#) to find your nearest Volunteer Development Agency;
 - v) if you are a local charity, (i.e. a charity recruiting volunteers in a specific geographic area within the UK which does not operate in two or more counties) which is based in England, and if you do not have a Volunteer Development Agency in your area or you are unable to work with your local Volunteer Development Agency, you may apply for a V-Base Recruiter Account and your application will be considered on an individual basis;
 - vi) if you are a not-for-profit or public sector organisation other than a charity your application for a V-Base Recruiter Account will be considered on an individual basis and;
 - vii) if you are a local Volunteer Development Agency you may apply for a V-Base Recruiter Account. If your application is accepted, and if you do not have a licence to use YouthNet's V-Base Software, you may be eligible for a discount on the Annual Membership Fee at YouthNet's discretion.
 - b) YouthNet reserves the right in its absolute discretion to refuse an application for a V-Base Recruiter Account. If YouthNet refuses an application it shall inform the applicant of the reasons for the refusal.
 - c) When applying for a V-Base Recruiter Account please ensure that you follow the correct procedure in order for a fast response and to avoid disappointment. In order to apply for a V-Base Recruiter Account you must complete the Application Form. You confirm that all the details supplied by you in the Application Form are accurate, complete and not misleading. If your application is accepted, you agree to notify YouthNet promptly of any changes to the information provided and in particular to inform YouthNet of any changes in your contact details and/or details of your income and must update these changes on the V-Base Recruiter Account using the Services.
 - d) The details you provide to YouthNet on the Application Form will be used to process your application for a V-Base Recruiter Account and, if accepted, to provide the Services to you.
3. **If your application is accepted by YouthNet, the terms and conditions set out below shall apply to you:**

Provision of the Services

- a) YouthNet shall perform the Services in accordance with this Agreement and with reasonable skill and care.
- b) The V-Base Recruiter Service is accessed via the Internet. You are responsible for the provision of and payment for the telecommunication services plus a suitable computer, browser, modem and any other items of equipment necessary for you to access the V-Base Recruiter Service. YouthNet will not be able to issue refunds against the Annual Membership Fees or accept responsibility for any delay or inability to use any part of the V-Base Recruiter Service due to any fault of the Internet or of your means of access to the Internet.
- c) YouthNet cannot guarantee that the V-Base Recruiter Service will never be faulty or that it will be available at all times but YouthNet will endeavour to correct reported faults in the V-Base Recruiter Service. If a fault occurs in the V-Base Recruiter Service you should report the fault to YouthNet via YouthNet's technical support helpline. YouthNet may need to vary the technical specification, or temporarily suspend the whole or any part of the V-Base Recruiter Service from time to time in order to deal with faults but shall give you as much notice of any such variation or suspension as is reasonably practical in the circumstances. YouthNet will provide you with a user guide and frequently asked questions (which are available for download via the V-Base Recruiter Account), and newsletters via Email.
- d) YouthNet cannot guarantee that the National Volunteering Database Website or the National Volunteering Database will be available to users of the Internet at all times.

4. **Membership**

You will be a member of Do-it. Do-it members are entitled to additional benefits as outlined in [the membership package](#). This package may be reviewed and amended by YouthNet, who will inform members of changes to the packages via e-mail. Your membership rights established by this agreement are not intended to and do not give you any voting and governance powers with respect to either YouthNet or its services.

5. **V-Base Recruiter obligations**

- a) In order to operate your V-Base Recruiter Account, you will be issued with a password and user name. You are responsible for the security and proper use of your password, your user name and your V-Base Recruiter Account. You must inform YouthNet immediately if you have any reason to believe that your password and/or user name has become known to someone who is not authorised to use them. If YouthNet reasonably believes there is likely to be a breach of security or misuse of the Service or your V-Base Recruiter Account it may change your password and/or user name immediately and will notify you of the new password and/or user name.
- b) You shall have in place and comply with standards for the recruitment, management and support of volunteers. You shall provide YouthNet with copies of such standards as and when requested by YouthNet.

6. **Your Opportunity Data**

- a) You grant YouthNet a non-exclusive perpetual licence under any IP Rights subsisting in the Opportunity Data to include the Opportunity Data in the National Volunteering Database, to display the Opportunity Data on the National Volunteering Database Website and to allow third parties whom YouthNet provides with all or part of the National Volunteering Database to display the Opportunity Data on their own websites and otherwise to use, publish and otherwise make the Opportunity Data available as part of the National Volunteering Database in accordance with YouthNet's charitable objects.

- b) You will be responsible for the accuracy and legality of the Opportunity Data. You acknowledge that YouthNet is not responsible for checking or reviewing the Opportunity Data. You confirm that you will regularly update the Opportunity Data and keep it current.
- c) You shall ensure that the Opportunity Data does not include any illegal, offensive or libellous material, does not infringe any third party's IP Rights and is accurate and not misleading.
- d) You confirm and shall ensure that the Opportunity Data (i) does not include an offer for paid employment and is relevant only to an offer for a voluntary position within your organisation and (ii) only includes volunteering opportunities for volunteering activities to be carried out in the United Kingdom and does not include any overseas volunteering opportunities.
- e) You warrant that you have obtained the written consent of any individual named or otherwise identified in the Opportunity Data to the disclosure to YouthNet of any personal data relating to that individual which is included in the Opportunity Data and to the inclusion of such data in the National Volunteering Database.
- f) You will indemnify YouthNet against any and all losses, costs, damages or expenses (including without limitation legal costs and expenses) incurred by YouthNet as a result of any third party claim or allegation relating to the Opportunity Data and/or your use of the Services including but not limited to any claim or allegation (i) that the Opportunity Data contains any illegal or libellous material or (ii) resulting from your breach of the Data Protection Act 1998 (or any succeeding legislation), provided that this indemnity shall not apply in respect of a claim or allegation arising solely from any change made to the Opportunity Data by YouthNet.
- g) YouthNet reserves the right, without notification to you, to Freeze your V-Base Recruiter Account, suspend the provisions of the Services and to remove or change any Opportunity Data if the Opportunity Data is found to contain any misleading or illegal references, if YouthNet receives any complaint about the Opportunity Data or if you are in breach of any of Clauses 6b to 6e.

7. Fees and payment terms

- a) In return for the provision of the Services, you will pay to YouthNet the Annual Membership Fees which are inclusive of any VAT payable thereon.
- b) YouthNet shall request payment for the Annual Membership Fee in respect of the provision of the Services during the first year of this Agreement from you on or after the Commencement Date. This initial Annual Membership Fee shall be payable within 30 days of the date of such request via an online payment system which will be made available to you.
- c) Not later than 30 days before the expiry of the Membership Period YouthNet shall request payment by you of the Annual Membership Fee in respect of the provision of the Services during the next year of this Agreement. If YouthNet receives payment of such Annual Membership Fee from you no later than the day on which the Membership Period would otherwise expire, the Membership Period shall be extended for one further calendar year.
- d) Without prejudice to any other rights or remedies that YouthNet may have, YouthNet may Freeze your V-Base Recruiter Account and suspend the provision of the Services if at any time payment of any part of any Annual Membership Fee is outstanding.
- e) The Annual Membership Fees payable by you are based upon your annual income. You will provide YouthNet with information pertaining to your annual income as and when requested and you will ensure that such information is accurate, complete and not misleading.

- f) YouthNet will review the Annual Membership Fees annually and may increase the Annual Membership Fees once in any twelve month period by making the amended Annual Membership Fees available on the National Volunteering Database Website. In addition, the Annual Membership Fees payable by you may be subject to change following such annual review if your gross annual income has increased or decreased.
- g) If you are a Volunteer Development Agency and you are not licensed to use YouthNet's V-Base software, you may be eligible for a discount on the Annual Membership Fees payable by you at YouthNet's discretion. However, the Annual Membership Fees payable by you may be subject to change in accordance with Clause 7e above.

8. Term and Termination

- a) **This Agreement shall commence on the Commencement Date and (subject to earlier termination or cancellation in accordance with this Clause 8) terminate on expiry of the Membership Period.**
- b) **Either party may terminate this Agreement with effect on ninety days' written notice to the other.**
- c) **Either party (the first party) may terminate this Agreement with immediate effect by written notice to the other party (the second party) if:-**
 - i) **the second party is in breach of any obligation under this Agreement, provided that, in the case of a breach capable of remedy, the right to terminate shall not arise unless the second party has failed to remedy the breach within 14 days of the date of a notice given by the second party requesting it to do so; or**
 - ii) **the second party enters into liquidation (whether voluntary or compulsory), passes a resolution for its winding-up, has a receiver or administrator appointed over the whole or any substantial part of its assets, makes any composition or arrangement with its creditors (other than a solvent reconstruction or amalgamation), or takes or suffers any similar action in consequence of its debts.**
- d) **YouthNet may terminate this Agreement with immediate effect by written notice to you if YouthNet believes that any act or omission by you will or may result in damage to YouthNet or bring YouthNet, the National Volunteering Database and/or the National Volunteering Database Website into disrepute.**
- e) **Upon termination of this Agreement pursuant to Clause 8b by you, no refund of the Annual Membership Fees or any part of them shall be payable to you.**
- f) **Upon termination of this Agreement for any reason:**
 - i) **YouthNet shall be entitled to terminate your V-Base Recruiter Account and to change the password and user name for your V-Base Recruiter Account;**
 - ii) **any rights or remedies of either party in respect of a breach of this Agreement occurring prior to the date of termination or expiry shall not be affected; and**
 - iii) **the following clauses shall remain in force: Clauses 1 (Definitions), Clauses 6a and 6e (Opportunity Data), Clauses 8e and 8f (Termination), Clause 9 (Liability) and Clause 10 (General).**

9. Liability

- a) Subject to Clause 10f, YouthNet shall have no liability to you arising out of or in connection with this Agreement, whether in contract, tort (including but not limited to negligence), or otherwise, for:

- i) any indirect, special or consequential loss or damages; and/or
- ii) any loss of profits, business, contracts, opportunity, data, income, goodwill, or anticipated savings

even if advised of the possibility of such damages.

- b) Subject to Clause 10f, in no event shall YouthNet's total liability to you arising out of or in connection with this Agreement for all damages, losses and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the total amount of the Fees paid by you under this Agreement in the two years preceding the act or omission alleged to have caused the loss in question.

10. General

- a) Severability: If any provision of this Agreement is declared void or otherwise unenforceable then the provision shall be omitted and the remaining provisions of this Agreement shall continue in full force and effect.
- b) Waiver: Failure or delay by either party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent the party from exercising that or any other right or remedy on any occasion.
- c) Entire Agreement and Amendments: This Agreement constitutes the entire agreement and understanding of the parties in respect of its subject matter and supersedes any prior agreement or understanding between the parties.
- d) All statements and representations (other than fraudulent misrepresentations) warranties, terms and conditions (except for those set out in this Agreement) including any implied by statute, common law or otherwise are hereby excluded to the maximum extent permissible by law.
- e) Except as expressly set forth in this Agreement, neither party grants to the other by implication, estoppel or otherwise, any right, title, licence or interest in any intellectual property right.
- f) No provision of this Agreement shall operate to:-
 - i) exclude any provision implied into this Agreement by English law and which may not be excluded by English law; or
 - ii) limit or exclude any liability, right or remedy to a greater extent than is permissible under English law including in relation to (1) death or personal injury caused by the negligence of a party to this Agreement or (2) fraudulent misrepresentation or deceit.
- g) Notices: Any notice given under this Agreement shall be in writing and shall be sent by pre-paid first class post or fax to, in the case of notices to you, the address or fax number set out in your Application Form and, in the case of notices to YouthNet, to Head of Partnerships, YouthNet UK, 1st Floor, 50 Featherstone Street, London EC1Y 8RT or by fax to 020 7250 3695, or to such other address or fax number subsequently notified by the parties to each other in writing.
- h) Third Party Rights: The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to this Agreement and nothing in this Agreement shall confer on any third party the right to enforce any provision of this Agreement.
- i) Governing Law: English law shall govern the validity, interpretation and performance of this Agreement and the parties submit irrevocably to the exclusive jurisdiction of the English Courts in respect thereof.