



## Rebel Makers | Terms & Conditions

Rebel Makers is a network of peer-to-peer making clubs open to anyone with an interest in technology - regardless of age, ability or background - to explore the digital world through skill sharing and collaboration. The purpose of Rebel Makers is to provide open access to learning opportunities, while confronting a skills gap by creating a UK-wide community, connections and Rebel Makers resources to establish a standard in intergenerational, unstructured learning opportunities.

The terms below are mandatory requirements governing access to Rebel Makers community and resources. However, nothing in them is intended to create an employment, agency or franchise arrangement between you and Rebel Makers.

### 1. About

1.1. Rebel Labs is the organisation responsible for the delivery of Rebel Makers, and as such is responsible for the provision and enforcement of the following terms and conditions.

1.2. Access to and use of this website both within the UK and internationally is provided by Rebel Labs. These terms apply to your use of the website and shall take effect immediately from your first use of the website and thereafter. Please note, in order to use the website you must agree to be bound by all the terms provided (Please note, if you do not agree to be bound all the terms herein, Rebel Labs does not permit you to access, use and/or contribute to the website).

1.3. Rebel Labs may change and/or update these terms periodically, and so you should check these on a regular basis. Your continued use of the website will be deemed acceptance of any updated or amended terms. If you do not agree to the changes, you should cease using the website. If there is any conflict between these terms and specific local terms appearing elsewhere on the website then the latter shall prevail in relation to the matter to which it specifically relates.

### 2. Use of the website and the Rebel Makers Community rules

2.1. You agree to use the website only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the website. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the website.

2.2. You agree to use the website (including communication tools e.g. Rebel Makers Slack/email facilities) in accordance with the following community rules which apply across all the Rebel Makers Community sites and services. Please note, you should read the local house rules of the particular site or service you are using for any local variations to the following Community Rules:

(i) Your posts/messages/contributions:

- (a) MUST be civil and tasteful; MUST be patient: remember users of all ages and abilities may be taking part in the relevant website community;
- (b) MUST NOT be disruptive, offensive or abusive: contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble;
- (c) MUST NOT be unlawful or objectionable: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is unacceptable;
- (d) MUST NOT contain spam or off-topic material: Rebel Labs does not allow the submission of the same or very similar contributions many times. Please do not re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas;
- (e) MUST NOT contain advertising or promotions of a business or commercial nature;
- (f) MUST NOT be an impersonation of another or purport to be contributed by another;
- (g) MUST NOT use inappropriate (e.g. vulgar, offensive etc) user names;
- (h) MUST NOT deliberately misuse the complaints facility. If you persist in doing this, action may be taken against your account;
- (i) MUST NOT contain URLs: website addresses can only be posted if allowed under any relevant local house rules;
- (j) MAY BE REMOVED if containing languages other than English unless this is specifically allowed in the relevant local house rules.

(ii) Safety:

We advise that you never reveal any personal information about yourself or anyone else (for example: telephone number, postal address, home address or email address or any other details that would allow you or that other person to be personally identified) in any website community.

(iii) Legal requirements. You:

- (a) MUST NOT submit or share any defamatory or illegal material of any nature in the website communities. This includes text, graphics, video, programs or audio;
- (b) MUST NOT contribute material to any website community with the intention of committing or promoting an illegal act;
- (c) MUST NOT violate, plagiarise, or infringe the rights of Rebel Labs or third parties including copyright, trademark, trade secrets, privacy, publicity, personal or proprietary rights;
- (d) MUST ONLY submit or share only contributions which are your own original work.

(iv) If you are under 16 years old:

- (a) You must have presented Team Rebel or your Club Leader with a signed parental consent form before taking part in any website community;

(b) Never reveal any personal information about yourself or anyone else (for example, school, telephone number, your full name, home address or email address).

(v) Breach of these of website or community rules:

(a) If you breach the use of website or community rules upon request you will be sent an email which informs you why your contribution has been refused or edited. This email will also include a warning that continuing to break the rules may result in action being taken against you. This action may include any content posted by you being checked before being allowed to go on the site or a temporary or permanent suspension of your ability to participate in any or all of the website community areas.

(b) If you submit or share offensive or inappropriate content with any website communities or anywhere else on the website or otherwise engage in any disruptive behaviour on the website, and Rebel Labs considers such behaviour to be serious and/or repetitive, Rebel Labs may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, Club Leader, school or email provider about the infringement(s).

(c) Rebel Labs reserves the right to delete any contribution at any time, for any reason.

### 3. Intellectual Property

3.1. All copyright, trade marks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the website and all content (including all applications) located on the website shall remain vested in Rebel Labs or its licensors (which includes other users).

3.2. You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use website content in any way except for your own personal, non-commercial use or non-commercial use directly related to Rebel Makers within the UK. You also agree not to adapt, alter or create a derivative work from any website content except for your own personal use. Any other use of the website content requires the prior written permission of Rebel Labs.

3.3. The names, images and logos identifying Rebel Labs, Rebel Makers, or third parties and their products and services are subject to copyright, design rights and trademarks of Rebel Labs and/or third parties. Nothing contained in these terms shall be construed as conferring any licence or right to use any trade mark, design right or copyright of Rebel Labs or any other third party.

### 4. Your contributions to Rebel Labs, Rebel Makers and/or the website

4.1. By sharing any contribution (including any text, photographs, graphics, video or audio) with Rebel Labs you agree to grant to Rebel Labs, free of charge, permission to use the material in any way it wants (including modifying and adapting it for operational and editorial reasons) for Rebel Labs's services in any media worldwide (including on Rebel Labs's site accessed by international users). In certain circumstance Rebel Labs may also share your contribution with trusted third parties.

4.2. Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it.

4.3. In order that Rebel Labs can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any UK laws, that you have the right to give Rebel Labs permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your contribution or the consent of their parent/carer if they are under 16.

4.4. Rebel Labs normally shows your name with your contribution, unless you request otherwise, but for operational reasons this is not always possible. Rebel Labs may need to contact you for administrative or verification purposes in relation to your contribution, or in relation to particular projects.

4.5. Please do not endanger yourself or others, take any unnecessary risks or break any laws when creating content you may share with Rebel Labs.

4.6. If you do not want to grant Rebel Labs the permission set out above on these terms, please do not submit or share your contribution to or with the website.

## 5. The Website Communities

5.1. In order to participate in and contribute to selected website communities you may be required to register with the website. Any personal information supplied to the website as part of this registration process and/or any other interaction with the website will be collected, stored and used in accordance with Rebel Labs's website privacy statement.

## 6. Disclaimers and limitation of liability

6.1. Rebel Labs are not responsible for any content posted by Club Leaders, community members, or members of the public on the Rebel Makers website, or for the availability or content of any third party sites that are accessible through the Rebel Makers website. Any links to third party websites from the Rebel Makers website do not amount to any endorsement of that site by Rebel Labs and any use of that site by you is at your own risk.

6.2. The website content, including the information, names, images, pictures, logos and icons regarding or relating to Rebel Makers, its products and services (or to third party products and services), is provided 'AS IS' and on an 'AS AVAILABLE' basis. To the extent permitted by law, Rebel Labs excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Rebel Labs does not guarantee the timeliness, completeness or performance of the Rebel Makers website or any of the content. While we try to ensure that all content provided by the Rebel Makers website is correct at the time of publication, no responsibility is accepted by or on behalf of Rebel Labs for any errors, omissions or inaccurate content on the website.

6.3. You agree to indemnify Rebel Labs and/or Rebel Labs's officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of the website.

6.4. Nothing in these terms limits or excludes Rebel Labs's liability for death or personal injury caused by its proven negligence. Subject to the previous sentence, Rebel Labs shall not be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise):

- (i) loss of data;
- (ii) loss of revenue or anticipated profits;
- (iii) loss of business;
- (iv) loss of opportunity;
- (v) loss of goodwill or injury to reputation;
- (vi) losses suffered by third parties; or
- (vii) any indirect, consequential, special or exemplary damages arising from the use of [www.rebelmakers.co.uk](http://www.rebelmakers.co.uk) regardless of the form of action.

6.5. Rebel Labs does not warrant that functions available on the website will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

## 7. Your authority & personal promotion

7.1. You are not an agent or representative of Rebel Labs in any way nor do you have any authority or right to assume any obligation of any kind express or implied on Rebel Labs's behalf or to bind or commit Rebel Labs in any way.

7.2. You must not promote your own personal business or commercial concerns through or in connection with any supervised educational session.

## 8. Confidentiality

9.1. In the course of volunteering you may have access to confidential information relating to Rebel Labs. We expect you not to use or disclose this information to any person either whilst you are a community member or Club Leader, or at any time afterwards.

9.2. You will not at any time make any statement on behalf of Rebel Labs to the press or other form of public media, except with Rebel Labs's written consent.

## 9. Privacy

9.1. As protecting privacy is very important to Rebel Labs, anyone using the Rebel Makers website or database facilities must also ensure that the privacy of others is protected throughout. Therefore, any personal information (Personal Data) about another accessed, downloaded or obtained via the Rebel

Makers websites/databases must be handled in compliance with the Data Protection Act. For more information about the rules please see [www.ico.gov.uk](http://www.ico.gov.uk).

9.2. In summary, Personal Data is any information by which a person can be identified e.g. name, address (including email address), telephone number or particular role within Rebel Makers etc and when handling such data:

- (i) YOU MUST only obtain and use it for the legitimate Rebel Makers purpose as required and authorised by your role;
- (ii) YOU MUST only retain it for the legitimate Rebel Makers purpose as required and authorised by your role and, where retention is justified, must ensure that it is kept accurate, up-to-date and in a secure manner so as to prevent accidental loss, theft or unauthorised access by others;
- (iii) YOU MUST only retain it for as long as legitimately required and thereafter delete or destroy it safely and securely;
- (iv) YOU MUST NOT share it with any other party unless you have the person's express consent to do so – preferably in writing wherever possible. This applies to sharing such data with any external party as well as within Rebel Makers itself e.g. emails sent to more than one recipient should, as a rule, be 'blind copied' (Bcc) so that the recipients do not receive details of each other's email addresses.
- (v) YOU MUST NOT, in any event, send it outside of the European Economic Association (EEA) unless you are sure that the country you are sending it operates under Data Protection laws akin to the UK, and you have received assurance from them that the data will remain protected by them.

9.3. Rebel Labs will process all data provided by you in accordance with our Privacy Policy, which is available at [www.rebelmakers.co.uk/terms](http://www.rebelmakers.co.uk/terms). Without prejudice to the above, Rebel Labs may:

- (i) process the data which it collects from and about you for the purpose of processing your Rebel Makers profile and ensuring that it is accurate and up to date, and in order to improve the resources and/or the services which it provides;
- (ii) disclose selected data to other users of the website, to enable them to search for, identify and contact volunteers and clubs;
- (iii) disclose selected data to:
  - (a) Club Leaders and establishments at which Clubs are/may be held, to enable them to verify and assess your suitability for volunteering; and
  - (b) the DBS and/or any educational institution, law enforcement agency or regulatory or statutory body as it considers necessary in its sole and absolute discretion.

## 10. Termination

10.1. Rebel Makers reserves the right (at any time, with or without prior notice and without giving any reason for doing so) to decline, to accept and/or to terminate your services as a Club Leader or community member.

10.2. In the event of termination, you will immediately cease both using the resources and undertaking any volunteer activities whatsoever.

## 11. Indemnity

11.1. You hereby indemnify Rebel Labs and the Rebel Makers programme against all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Rebel Labs arising out of or in connection with:

(i) any breach by you of these Terms or any negligent performance or nonperformance of these Terms by you; and

(ii) any damage caused to Rebel Labs or Rebel Makers as a result of you committing any criminal offence, gross misconduct, fraud, negligence or any behaviour which is detrimental to the name, image, standing or reputation of Rebel Labs and Rebel Makers

11.2. Rebel Labs shall have regard to your financial standing and ability to pay when considering, in its sole discretion, whether to enforce these indemnity provisions in clause 11.

## 12. Variation

12.1. Rebel Labs may at any time, at its absolute discretion, vary these Terms. Rebel Labs will, wherever possible, do their best to provide notification of any such variation on the Rebel Makers website at [www.rebelmakers.co.uk](http://www.rebelmakers.co.uk). By continuing to use the website, resources or volunteer after such variation, you agree to be bound by such changes. You can review the current version of these Terms at any time by clicking on the "Terms and Conditions" link on the Rebel Makers website.

## 13. Contracts (Rights of Third Parties) Act 1999

13.1. These Terms are agreed between you and Rebel Labs. No other party shall have any rights under or in connection with these Terms.

## 14. Miscellaneous

14.1. These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation or the Materials (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2. These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings

between them, whether written or oral, relating to its subject matter. No failure or delay by Rebel Labs to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.3. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

14.1. If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

14.2. The failure or delay of Rebel Labs to exercise or enforce any right in these terms does not waive Rebel Labs's right to enforce that right.

14.3. These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.

## 15. Acceptance of Terms

15.1. You hereby accept and agree to be bound by these Terms.

15.2. By using or downloading the resources and/or providing or supervising educational sessions you reaffirm your acceptance of and agreement to be bound by these Terms.