



POWERED BY



Terms of Use

The purpose of this site is to allow staff and potential staff of The Challenge Network to apply to work on the National Citizen Service programme ("**NCS**"), follow the progress of their application and where appropriate receive information on their work terms. .

This site <https://www.staffing.the-challenge.org> (our "**Site**") is owned, run, and operated by The Challenge Network ("**The Challenge**").

The Challenge Network is registered in England and Wales with company no. 6845451 and charity no. 1129239 whose registered office is at Elizabeth House, 39 York Road, London SE1 7NQ.

This Terms of Use policy set out the terms of use on which you may make use of this website, whether as a guest, visitor or registered user. Use of this Site includes accessing, browsing or registering your details on the Site.

Please read these Terms of Use carefully before you start to use our Site, as these will apply to your use of our Site. We recommend that you print a copy of this for future reference.

By using our Site, you confirm that you accept these Terms of Use and that you agree to comply with them.

Accessing Our Site:

Our Site is made available free of charge.

We do not guarantee that our Site or any content on it will always be available or be uninterrupted.

We may suspend, withdraw, discontinue or change all or any part of our Site without notice.

We will not be liable to you if for any reason our Site is unavailable at any time for any period.

Your Account and Password

If you choose, or you are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party or allow anyone else to use your login details.

If you know or suspect that anyone other than you knows your login details, you must promptly change it.



Third Party Links and Resources on Our Site

Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and thereby have no liability whatsoever for them.

The display of any hyperlink or reference to any third party website does not constitute an endorsement of such third party's website, products or services. Your use of a third party site is governed by the terms and conditions of that third party site.

Prohibited Uses

You may use our Site only for lawful purposes. You may not use our Site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors, or any other persons, in any way; or
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

Intellectual Property Rights

We, The Challenge, are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

For the avoidance of doubt, this includes but is not limited to; the NCS brand, The Challenge brand, our other programmes' brands, text, photos, images, design and other such works which appear on this Site.

You may print off one copy, and may download extracts or any pages of our Site for personal use only, for example a copy of your contract, and you may draw the attention of others to content posted on our Site, whilst at all times acknowledging that such works remain proprietary to us, The Challenge.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any contributors) as the authors of the content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial, charitable or other such purposes, including but not limited to similar organisations and/or activities, without first obtaining a written licence to do so from us or our licensors.



We reserve the right to prevent you from accessing our Site, or request you to return or destroy any copies of material, if you print off, copy or download any part of our Site in breach of these Terms of Use.

Linking to Our Site

You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not link to our Site in such a way as to suggest any form of association, approval or endorsement from The Challenge or NCS, other programmes of The Challenge or NCS, funders, partners or other associates where none exists.

You must not establish a link to our Site in any website that is not owned by you.

We reserve the right to withdraw linking permission without notice.

Making Contributions to Our Site

From time to time we may run campaigns and/or provide opportunities for you to connect with our mission, such as writing for blogs or providing other content for us to use ("Contributions").

We reserve the right to use any Contributions in any way that we may reasonably choose. We also reserve the right to review, edit, modify or remove any Contributions that are defamatory, and/or contrary to the views of The Challenge Network or for any other reason.

In submitting a Contribution, you are confirming that the work is your own and does not infringe on any third party rights.

Any personal information that is submitted as part of a Contribution will be processed in accordance with our privacy policy which can be found [here](#). Please ensure that before submitting any Contributions that you ensure that you will not put yourself or anyone else in any danger or infringe any other laws.

Viruses

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Site.

You should use your own virus protection software.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content, or any website linked to it.

You must not misuse our Site by introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful.



You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer, programmes or database connected to our Site.

By breaching this provision you would commit a criminal offence under the Computer Misuse Act 1990 and any associated legislation from time to time in force. We may report any such breach to the relevant law enforcement authorities and we may cooperate with those authorities by disclosing your identity to them. In the event of such breach, your right to use our Site will cease immediately.

Non-reliance on Information

Whilst all reasonable efforts have been made to ensure the accuracy of content, no responsibility will be taken for any error or omission.

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely in any way.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up-to-date.

Limitation of our Liability

Nothing in these terms of use exclude or limit our liability for death or personal injury arising from our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site;
- use of or reliance on any content displayed on our Site;
- any other use of our Site.
- Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of:
 - goodwill;
 - profit;
 - business;
 - business interruption; or
 - loss of business opportunity.

Suspension and Termination

If we determine, there has been a breach of this Terms of Use policy through your use, access or other engagement with our Site then, we reserve the right to take any such action as we deem appropriate in the circumstances.

Failure to comply with this policy constitutes a material breach of this Terms of Use policy upon which you are permitted to make use of our Site, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent disabling of your account;
- immediate, temporary or permanent withdrawal of your right to use our Site;
- issue of 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; or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of our Terms of Use. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Severance

If any provision or part-provision of this agreement 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 this agreement.

Governing Law and Jurisdiction

These Terms of Use, its subject matter and its formation, are governed by English law.

You and we, The Challenge, both agree that the courts of England and Wales will have exclusive jurisdiction.

Changes to These Terms / This Site:

We may revise these terms of use at any time by amending this page.



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Please check this page from time to time to take notice of any changes we make, as they are binding on you.

We may update our Site from time to time, and may change the content at any time. However, please note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our Site, or any content on it, will be free from errors or omissions.

Thank you for visiting our Site.