

WEBSITE TERMS AND CONDITIONS

The OutdoorClassroomDay.com website (the “**Site**”) is provided for your information and enjoyment, and we hope you enjoy using it. Please browse the Site and make use of its various features, but please be aware that your continued use of the Site constitutes your acceptance of the Terms and Conditions set out below (the “**T&Cs**”), which were last updated on 19th January 2018. If you do not agree to these T&Cs, please do not use this Site.

We may amend these T&Cs from time to time. By making continued use of the Site following such amendments, you agree to such updated T&Cs.

You are encouraged to print a copy of these T&Cs for your records.

If you have any questions or concerns about any part of these T&Cs, please do contact us on info@outdoorclassroomday.com.

1. INFORMATION ABOUT US

- 1.1. This Site is operated by Project Dirt Ltd (“**Project Dirt**”, “**we**” or “**us**”), and run in partnership with a number of organisations across the world. We are a limited company registered in England and Wales under company number 5611771 and have our registered office at Impact Hub Westminster, 80 Haymarket, London SW1Y 4TE, United Kingdom.
- 1.2. Project Dirt works with partner agencies and organisations to deliver Outdoor Classroom Day in each country of operation (the “**Partners**”). These Partners in each country are clearly identifiable via the About section of the Site, as well as by the inclusion of their logo / mark in the footer of every page of the Site.
- 1.3. Our Partners may update information, materials, news and other Content visible on the Site from time to time. Their access to your personal information is restricted by the measures outlined in our [Outdoor Classroom Day Privacy Policy](#), (the “**Privacy Policy**”).
- 1.4. This Agreement is made between users of the Site and Project Dirt on behalf of itself and our Partners. Any disclaimers of liability and responsibility covered in this Agreement will apply equally to Project Dirt and our Partners.

2. TERMS OF WEBSITE USE

- 2.1. These T&Cs, together with the [Privacy Policy](#), form the agreement between you and us (the “**Agreement**”) and sets out the terms and conditions on which you may make use of the Site.
- 2.2. This Agreement covers the use of any and all pages on the OutdoorClassroomDay.com domain, including related country-specific pages, sites and sub-areas of the domain.
- 2.3. Before using the Site, you must take the time to read and fully understand this Agreement. By using the Site, you affirm that you are bound by this Agreement each time you access the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of, and abide by, the terms of this Agreement.

3. ACCESSING OUR SITE

- 3.1. You may not use the Site and may not accept the T&Cs if you are barred or otherwise legally prohibited from using or accessing the Site under the laws of the country in which you are resident.
- 3.2. Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw

or amend the service we provide on our Site without notice (see below). We will not be liable if for any reason our Site is unavailable to you at any time or for any period.

- 3.3. The Site may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any omission, interruption, error, delay, deletion, or defect in the operation of the Site. We are not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or media players resulting from or in connection with any technical problems or traffic congestion on the Internet, including injury or damage to your or to any other person's computer or other hardware or software, related to or resulting from using or downloading materials from the site.
- 3.4. Project Dirt is not an internet service provider. In order to use the Site, you must have internet access and all the software and skills required for email and web usage.
- 3.5. Subject to applicable law, we reserve the right to suspend or terminate access to the Site and/or services without notice for failure to comply with the T&Cs, for infringing copyright or any other intellectual property right, or for any other reason (including repeat minor offences). The decision to terminate an individual's access to the Site or the services shall be final and binding.

4. OUR SITE CHANGES REGULARLY

- 4.1. We aim to update our Site regularly and may change content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.
- 4.2. From time to time, Project Dirt, its affiliates or its Partners may offer new or additional services to Site users. Your use of those services may be subject to additional terms and conditions, or rules of use, which you must comply with. Any failure by you to comply with a material provision of the terms or rules governing such additional services will amount to a breach of the T&Cs and enable us to suspend or terminate your access to the Site.

5. INTELLECTUAL PROPERTY

- 5.1. The Outdoor Classroom Day logo and its accompanying logos are registered trade marks and the property of Project Dirt (the "**Project Dirt Trade Marks**"). You must not copy or otherwise use the Project Dirt Trade Marks without the prior written approval of Project Dirt.
- 5.2. We are the owner or the licensee of all intellectual property contained in or displayed on our Site, and in the material published on it ("**Content**"). Content is protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.3. You may print off one copy, and may download extracts, of any page(s) from our Site for your personal reference and you may draw the attention of others within your organisation to material posted on our Site. You must not modify the paper or digital copies of any material 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.
- 5.4. Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged.
- 5.5. You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us

- 5.6. If you print off, copy or download any part of our Site in breach of the T&Cs, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. REGISTRATION

- 6.1. You are not required to register in order to use the Site or access the Content.
- 6.2. If you decide to register on the Site, we may ask you to provide information which is personal to you, such as your name, address, email address, telephone number, job title and your school's name and location.
- 6.3. You undertake to provide true and accurate information about yourself and any organisation you are representing and you agree to keep your information up to date.
- 6.4. If you are accessing the Site on behalf of a school, company or any other legal entity, you are nevertheless individually bound by these T&Cs.
- 6.5. You agree that Project Dirt may store and use your information for the purpose of operating the Outdoor Classroom day programme, and share limited information with our Partners, in line with the [Privacy Policy](#).

7. YOUR PRIVACY

- 7.1. Project Dirt takes your privacy very seriously and will use and protect any personal information you provide on this Site in accordance with the [Privacy Policy](#).

8. USER SUBMISSIONS

- 8.1. Certain portions of the Site may invite or enable you to post or upload comments, photos, videos or other information, materials or content owned or created by you (collectively, "**User Submissions**").
- 8.2. Project Dirt will consider User Submissions as non-confidential and non-proprietary and shall be under no obligation to maintain the confidentiality of any information contained in your User Submissions.
- 8.3. You warrant and represent that you have (and will continue to have during your use of the Site) all necessary rights, licenses, consents and permissions which are required to enable Project Dirt to use your User Submissions for the purposes envisaged by the Site and these T&Cs.
- 8.4. You further warrant and represent that you have the consent, release, and/or permission of each and every individual identifiable in your User Submissions (or their legal guardian if below the age of thirteen) to use his or her name or likeness in the manner contemplated by the Site, services or other materials on or available from the Site.
- 8.5. In connection with User Submissions, you agree and warrant that:
 - 8.5.1. you will not submit any User Submission that is subject to any right of a third party including, without limitation:
 - 8.5.1.1. copyright, patent, trade mark, trade secret, or other proprietary or contractual right;
 - 8.5.1.2. right of privacy or publicity; or
 - 8.5.1.3. confidential information.

unless you are the owner of such rights or have permission from the rightful owner(s) to submit the User Submission and to grant the rights herein; and

8.5.2. you will not submit a User Submission that:

8.5.2.1. is illegal or encourages or condones illegal acts or the discussion of illegal acts with the intent to commit them;

8.5.2.2. is defamatory, threatening, abusive, harassing or an invasion of privacy;

8.5.2.3. is discriminatory or prejudicial based upon race, colour, religion, gender, sexual orientation, age, disability or otherwise;

8.5.2.4. is obscene, pornographic or otherwise sexually explicit;

8.5.2.5. is dangerous, irresponsible or antisocial or encourages or condones dangerous, irresponsible or antisocial behaviour;

8.5.2.6. contains a virus, spyware or other harmful component, or otherwise impairs, interrupts or damages the Site, the Services or any connected network, or otherwise interferes with a person's use or enjoyment of the same; or

8.5.2.7. contains any advertisement, solicitation, chain letter, pyramid scheme, investment opportunity or other unsolicited commercial communication.

8.6. Project Dirt has no obligation to use your User Submissions in any way and we shall not be obliged to give reasons for rejecting your User Submissions or to identify Project Dirt activities that relate to your User Submissions in any way.

8.7. We have no obligation to compensate you for any use of your User Submissions as envisaged by the Site and these T&Cs.

8.8. We may use your name to attribute your User Submissions to you (although we shall not be obliged to do so).

8.9. You understand and agree that you are solely responsible for your own User Submissions and the consequences of your posting or publishing them.

8.10. In addition, you understand and agree that when using the Site, you may be exposed to User Submissions posted and/or submitted by other users. We are not in any manner responsible for User Submissions, and Project Dirt does not guarantee the accuracy, integrity, quality or intellectual property rights of, or relating to, such User Submissions. In addition, Project Dirt cannot assure that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable User Submissions will not appear on the Site.

8.11. Without limiting the generality of the foregoing, you acknowledge and agree that the information, materials and opinions expressed or included in any User Submissions are not necessarily those of Project Dirt or its affiliated or related entities or content providers, and Project Dirt expressly disclaims any and all liability in connection with any User Submission. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Project Dirt with respect to any User Submissions to the fullest extent permitted by law.

8.12. By uploading User Submissions, you understand that they may be available to the public and you agree not to assert in any part of the world any claim for invasion of privacy, breach of your rights or appropriation of your right of publicity arising from or out of Project Dirt's use of your User Submissions in accordance with these T&Cs.

8.13. We reserve the right in our absolute discretion to remove User Submissions from the Site at any time and for any reason.

9. THIRD PARTY SITES

9.1. The Site contains links to third party websites ("**Third Party Sites**"). We have no control over the content of Third Party Sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. You acknowledge that you access and use Third Party Sites from the Site at your own risk.

10. EXTERNAL ACTIVITIES

10.1. The Site solely represents, promotes and encourages activities to be run by real people in their own environment, and in particular teacher-led activities undertaken by children. Neither Project Dirt, nor our Partners and affiliates, accept any responsibility for any action or activity undertaken at an external site unless it is directly run by Project Dirt.

10.2. 'External sites' include locations and premises not under the direct control or management of Project Dirt, even if they are promoted or otherwise referred to on the Site.

10.3. A responsible adult, usually a teacher, should ensure that appropriate risk assessments are undertaken, health & safety policies are in place and followed, and disclaimer forms (where appropriate) are signed.

10.4. If you choose to visit, contact or interact with any persons or projects you find using the Site, then it is your responsibility to ensure that your health and safety are well looked after. Visits to external sites should be covered by the health & safety policies of the appropriate host organisation and (beyond the responsibilities that are contained within our health and safety policy) Project Dirt is not liable for the health & safety of employees, clients, volunteers, participants or visitors to external sites. For such visits, employees, clients, volunteers, participants or visitors must ensure that appropriate health and safety policies and measures are in place before they visit.

10.5. It is the responsibility of hosting organisations to ensure that all relevant checks (e.g. Disclosure and Barring Service and Criminal Records Bureau checks) for participants are made where appropriate.

10.6. Organisations hosting visitors and children are solely responsible for obtaining their own public liability insurance policy. Project Dirt accepts no responsibility or liability for accidents or errors made by external hosts or organisations represented on our Site.

10.7. Any activities you decide to run or engage with which are not managed directly by Project Dirt, including but not limited to using materials or Content found on our Site, will be at your own risk. You are responsible for your actions at any external sites, and we will not accept any responsibility or liability for any personal or physical damage to yourself or the host organisation during your visit.

11. DISCLAIMER AND RELEASE

11.1. The Site and the Content are provided 'as-is' and we disclaim any and all representations and warranties, whether express or implied, including implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. We cannot guarantee and do not promise any specific results from use of the Site. We do not represent or warrant that software, content or materials on the Site are accurate, complete, reliable, current or error-free or that the Site or its servers, or any platforms or applications relating or linking to the Site, are free of viruses or other harmful components. Without limiting the foregoing, you understand and agree that you download or otherwise obtain content, material, data or software from or through the Site at your own risk and that you will be solely responsible for your use of them and any damages to your computer system, loss

of data or other harm of any kind that may result.

11.2. We disclaim all liability arising from any reliance placed by any person on material available on the Site. You should exercise no lesser degree of caution in appraising what you see on the Site than you do offline.

12. LIMITATION OF LIABILITY

12.1. To the extent required by applicable law, we do not limit in any way our liability for death or for personal injury caused by our negligence or for fraudulent misrepresentation or concealment or for any other liability which cannot be excluded or limited by applicable law.

12.2. To the fullest extent permitted by law, in no event will we, or our directors, employees, agents or Partners be liable to you or any third party for any direct, indirect, special, incidental, consequential, punitive or other damages, including lost profits, personal injury (including death) and property damage caused to you or your hardware, software, data or information, or for any loss of data, profit, revenue or business, arising from:

12.2.1. The use of, or inability to use, the Site or the Content, information or any other materials on the Site; or

12.2.2. the conduct of any user of the Site,

whether in contract, tort (including negligence) or otherwise, and even if we have been advised of the possibility of such loss or damages.

12.3. The exclusion of liability contained in this section includes, but is not limited to, damage or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure or computer virus, worm, trojan horse or other harmful component.

12.4. We assume no responsibility or liability arising from the content of any User Submission or for any libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, illegality, infringement of intellectual property rights, error or inaccuracy contained in any User Submissions.

12.5. We will also not be liable for any failure to perform any of our obligations under this Agreement caused by matters beyond our reasonable control.

12.6. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL PROJECT DIRT'S TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT OF £500.

13. INDEMNITY

13.1. You agree to indemnify and hold Project Dirt, its affiliates and its Partners harmless from all loss, liabilities, claims, demands and expenses (including reasonable legal fees) made by any third party which directly arise from any breach of this Agreement by you.

14. TERM AND TERMINATION

14.1. This Agreement are and shall remain effective for as long as you make use of the Site or the Content or other material obtained by you from the Site.

14.2. You may terminate this Agreement by ceasing to use the Site and destroying any and all Content or other material obtained by you from the Site.

14.3. We may immediately terminate this Agreement, including your access to the Site, if you breach or fail to comply with any material term or provision of this Agreement. Upon termination by us, you must discontinue your use of the Site and destroy any and all Content or other material obtained by you from the Site.

15. ASSIGNMENT

15.1. We reserve the right to assign this Agreement, and to assign, subcontract or otherwise transfer any or all of our rights and obligations under this Agreement.

15.2. You may not without the prior written consent of Project Dirt assign or dispose of this Agreement or any of your rights or obligations under it.

16. ENTIRE AGREEMENT

16.1. This Agreement includes the T&Cs and the [Outdoor Classroom Day Privacy Policy](#). Together they contain the whole of this Agreement between us and you.

17. EXCLUSION OF THIRD-PARTY RIGHTS

17.1. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

18. SEVERABILITY

18.1. In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

19. NO WAIVER

19.1. No failure on the part of Project Dirt to enforce any part of this Agreement shall constitute a waiver of any of Project Dirt's rights under this Agreement, whether for past or future actions on the part of any person. Neither the receipt of any funds by Project Dirt nor the reliance of any person on Project Dirt's actions shall be deemed to constitute a waiver of any part of this Agreement. Only a specific, written waiver signed by an authorised representative of Project Dirt shall have any legal effect whatsoever.

20. JURISDICTION AND APPLICABLE LAW

20.1. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, this Agreement and your use of the Site generally, although we retain the right to bring proceedings against you for breach of these conditions in any other country as relevant under applicable law.

20.2. This Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

21. YOUR CONCERNS

21.1. If you have any concerns about material which appears on our Site, or you wish to contact us, please do so at info@outdoorclassroomday.com.

Thank you for visiting our Site.