

# Beecan and Smile Sign-In

## Terms of use

### 1. Introduction

HEY Smile Foundation (Smile) is the owner of Beecan, The Vault System and Smile Sign-In (SSI), an inclusive online platform and service that connects resources, support and local opportunities through partnership working.

By using our site and sign-in services, you indicate that you have accepted the terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the site and SSI.

### 2. Intellectual property rights

Resources on this site are licenced under an [Attribution-NonCommercial-ShareAlike 4.0](https://creativecommons.org/licenses/by-nc-sa/4.0/) international Licence

You are therefore free to:

Share – Copy and redistribute the materials in any media or format

Adapt – remix, transform and build upon the material.

However you do not have permission to make commercial use of the content.

For more information go to <https://creativecommons.org/licenses/by-nc-sa/4.0/>

### 3. Reliance on information published

Information and material published on this site is gathered from a range of sources and checked for accuracy.

Although we endeavour to ensure that all published material is accurate, timely and updated regularly, we shall not be liable for any inaccuracies and/or omissions in any information or materials provided, nor any interruption or delay to the accessibility of the site.

You should note that information and materials published or otherwise provided are for general information only and are not intended to be relied upon as specific advice or recommendations in relation to any transaction you may enter or otherwise.

Smile therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents. Smile shall not be liable in respect for any loss or damage, including loss of profit, revenue or contracts or any consequential or special loss or damage arising.

### 4. Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy.

To the extent permitted by law, Smile and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;

- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **5. Information about you and your visits to the site**

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **6. Uploading material to the site**

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the terms of use of this site.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site which we deem to be inappropriate.

## **7. Linking to our site**

You may link to Beecan, The Vault System and partner sites using SSI, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you. Our site must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

Where our site contains links to other sites 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 accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **8. Jurisdiction and applicable law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

## **9. Privacy policy**

We understand that you care how information about you is used and shared. This notice describes our privacy policy.

We take the privacy of our users seriously, and will do everything we can to protect that privacy while providing a personalised and valuable service.

Gathering information about how the sector is using Beecan, The Vault System and SSI partner sites is an important part of this website and we will under no circumstances sell it to others. We collect information about users who choose to register with our site to allow us to customise our services to their needs and to improve our overall service.

We use information in aggregate form (so that no individual user is identified) to build up search profiles, to provide feedback to information providers, and to audit usage of the site.

We may send you newsletters or information about our service and about relevant events. However if you'd rather we didn't, simply edit your profile and unselect the relevant communications.

We use cookies to identify you when you visit our websites to build a profile of your interests. Our use of cookies allows registered users to be presented with a personalised version of the site.

(A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information back from the browser.)

This privacy policy only applies to the Beecan website at [www.beecan.org](http://www.beecan.org) and associated websites using SSI. Websites we link to from within this site are not covered by this policy.

## 10. Subscriber

Organisations using Beecan and SSI services must confirm if they are:

- 1 An organisation seeking support (and/or)
- 2 An organisation providing support

All system users must ensure their information is maintained, correct and not misleading.

## 11. User and Organisation data

Our digital platforms encourages greater transparency and accountability within the Voluntary Community and Social Enterprise (VCSE) sector. Before applying for funding and/or registering to access additional services via SSI, please check you have uploaded correct policy, accounts and governing documents.

When approaching an organisation registered with Beecan (and SSI) for support and/or funding they can review; organisation profile, policies, accounts and governing document.

## 11. Beecan Partners

Subscriber information within Beecan can be reviewed by our partners, allowing Beecan to create more resources and support options.

An information sharing agreement is in place to enable our partners to facilitate local support. Active partners are listed on our website.

## 12. Paid for services

Registration and access to guidance information is free for organisations seeking support.

If your organisation provides support and using the Beecan grant management system, Smile will be in touch to discuss training and support needs; this may include a charge.

If you require specific support, our partners may offer chargeable services; this will be a separate arrangement not affiliated to Beecan.

## 13. Smile is fully GDPR compliant as of 25 May 2018.

How we are complying is laid out in particular sections in the text below, and you can also read our full GDPR compliance information [here](#).

If you purchase products or services from us, we will process your data on a contractual basis. If we choose to contact you about related products and services that we think may be helpful to you, it will be on a legitimate interest basis.

You will be able to unsubscribe from marketing emails immediately via the unsubscribe link within each email. If you receive a postal mailing, there will be clear instructions on the envelope.

Or, if you wish you can simply email us on [beecan@heysmilefoundation.org](mailto:beecan@heysmilefoundation.org) to be removed from all communications.

Smile uses information on Grant Making Charities to compile and produce core products such as Beecan. Where data from the Charity Commission's Register of Charities is used or reproduced, it is done so under the terms of the Open Government License 3.0 (<http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>).

Where information relating to individuals (contact details or trustee names) is present in a funder's entry, that information has been taken from either the Register of Charities, Companies House, the funder's own published information, or from the funder themselves.

With regard to GDPR, the basis on which Smile processes that data is Legitimate Interest, with such information serving only to provide a complete profile of each funder, and the means by which they may be contacted with requests for funding.

The purpose of Beecan , The Vault System and Smile Sign-In is to facilitate information, resources and opportunities and other relevant forms of support for voluntary sector organisations and provide useful links between funders and applicants. It is the responsibility of the user to determine the legal basis for any subsequent processing of this information.

For more information about Smile's privacy and data policy click [here](#)