

## Community Group Home Pages

### TERMS AND CONDITIONS OF MEMBERSHIP

#### 1. INTERPRETATION

- “Community Group”* means a body that is incorporated under the Associations Incorporation Act 1985 with members being drawn from the local community and which (in the opinion of the Council) provides services for the benefit of the community;
- “content”* includes all information, data, text, software, music, sound, photographs, graphics, video, messages or other material whether publicly posted or privately transmitted;
- “the Council”* means the City of Onkaparinga, including its elected members, officers, employees and agents;
- “Website Administrator”* means the officer employed by the Council and nominated from time to time to administer the Council’s Internet activities;

#### 2. DESCRIPTION OF SERVICE

The City of Onkaparinga’s Community Group Home page initiative provides a hosting facility for ‘Community Groups’ who wish to maintain a simple web presence. It is not intended for large-scale or complex websites and accordingly offers simple functionality. The responsibility for maintaining a Community Group site rests with the group and the nominated contact officer for each group.

#### 3. MEMBERSHIP

##### 3.1 Eligibility

To be eligible for membership for the Onkaparinga City Community Group Home Pages a Community Group must be:

- 3.1.1 a not-for-profit body incorporated under either
- 3.1.1.1 the Associations Incorporation Act 1985 (SA); or
  - 3.1.1.2 the Corporations Act 2001 (Cth); and
- 3.1.2 registered with either:

3.1.2.1 the South Australian Office of Consumer and Business Affairs (OCBA); or

3.1.2.2 the Australian Securities and Investments Commissioner (ASIC); and

3.1.3 located or providing services within the Council area.

### 3.2 **Application**

3.2.1 Membership of the Community Group Home Pages must be approved by the Council. The Council has an absolute discretion to grant or refuse approval.

3.2.2 A Community Group must apply to the Website Administrator for approval by completing and submitting an application in a form determined by the Council.

3.2.3 An application must be accompanied by:

3.2.3.1 a copy of a written resolution passed by the Community Group at a properly constituted meeting agreeing to become a member of the Community Group Home Pages and to abide by the terms and conditions of membership.

3.2.4 Membership may be approved for a Community Group that meets the eligibility criteria stated in Clause 1.1.

3.2.5 The Council reserves the right to refuse membership.

3.2.6 The Website Administrator must notify the Community Group of the approval or refusal within 28 days from receipt of the date of application. Where an application is approved the notice will contain the user name and password required for the Community Group to access the Community Group Home Pages template.

### 3.3 **Duration and Renewal**

3.3.1 Membership will be for a period of twelve (12) months.

3.3.2 Once the membership period expires, a Community Group may choose to renew its membership for a further period of twelve (12) months. Renewal (as for membership) is at the absolute discretion of the Council.

### 3.4 **Termination and Cancellation**

- 3.4.1 The Council may terminate membership, on reasonable grounds, at any time by providing the Community Group with 7 days written notice.
- 3.4.2 The Community Group may cancel its membership at any time by providing the Council with 7 days written notice.
- 3.4.3 The Council will deactivate the Community Groups account within 5 days of the termination or cancellation. The Community Group's web page will be deleted within 7 days after the account is deactivated.

## 4. **GUIDELINES FOR USE OF WEB PAGE**

### 4.1 **Responsibilities of Members**

A Community Group must:

- 4.1.1 provide correct information about itself and its services on the web page;
- 4.1.2 submit any information to be published to the Website Administrator for approval prior to publication;
- 4.1.3 ensure that the information it chooses to publish on the Council's web server and use of the server complies with all applicable laws of the State of South Australia and the Australian Federal Government, including laws relating to:
  - 4.1.3.1 copyright;
  - 4.1.3.2 defamation; and
  - 4.1.3.3 privacy.
- 4.1.4 update within a reasonable time the information published on the web page whenever there has been a substantial change in the composition of the Community Group or any information that it publishes, or in any event every six (6) months;
- 4.1.5 only provide information for which the Community Group is the copyright holder unless permission has been granted for such use by the actual copyright holder;

- 4.1.6 take all reasonable measures to ensure that any information provided to the Website Administrator by electronic means is free from any viruses or other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- 4.1.7 be responsible for the security and confidentiality of its user name and password details and ensure that the members of the Community Group use these details in an appropriate manner;
- 4.1.8 immediately notify the Council of any unauthorised use of its password or account or any other breach of security; and
- 4.1.9 use the server account for the sole purpose of providing a web page for the Community Group and not for any other purpose.

## 4.2 **Content of Information**

- 4.2.1 the web page must contain:
  - 4.2.1.1 the name and contact details of the Community Group;
  - 4.2.1.2 the name and position of a contact person within the Community Group;
  - 4.2.1.3 the date on which the web page was last updated;
  - 4.2.1.4 the following statement of responsibility  

*“[the name of the Organisation] accepts sole responsibility for the information published and provided in these pages.”*
- 4.2.2 The Council will not change the content of any information supplied by the Community Group for publication on its web page without the prior approval of the Community Group. However, if the Council believes that the information provided by the Community Group is in contravention of these terms and conditions, the Council may:
  - 4.2.2.1 refuse to publish the material and return it to the Community Group for correction;
  - 4.2.2.2 shut down the web page immediately until such contravention is remedied; and

4.2.2.3 suspend or terminate use of the server account by the Community Group.

4.2.3 The Community Group may request that the Council withdraw information published on its web page at any time.

4.2.4 Subject to the above provisions the Council will make all reasonable endeavours to publish the information provided by the Community Group on its web page within a reasonable time.

#### 4.3 **Hardware, Equipment and Software**

4.3.1 The Community Group is responsible for and must provide all telephone, hardware and software equipment and services necessary to access the Community Group Home Pages.

4.3.2 The Council makes no representations, warranties, or assurances that the Community Group's equipment will be compatible with the Council's services.

#### 4.4 **Internet Etiquette**

4.4.1 Users of Internet and electronic forums should be considerate of the expectation and sensitivities of others on the network when publishing material for electronic distribution.

4.4.2 The Community Group Home Pages may not be used to impersonate another person or misrepresent authorisation to act on behalf of others or the Council.

4.4.3 All messages transmitted via the Community Group Home Pages should correctly identify the sender. Users may not alter the attribution of origin in electronic mail messages or postings.

4.4.4 Users must not attempt to undermine the security or integrity of or gain unauthorised access to the computing systems or networks of the Council.

4.4.5 Due to the public nature of the Internet, all information should be considered publicly assessable. Important or private information should be treated carefully.

4.4.6 The following activities are strictly prohibited:

4.4.6.1 spamming or using distribution lists via unsolicited electronic mail or other electronic mailings;

- 4.4.6.2 advertising, transmitting, storing, posting, displaying, or otherwise making available child pornography or obscene speech or material;
- 4.4.6.3 transmitting or publishing defamatory, harassing, abusive, or threatening language;
- 4.4.6.4 engaging in activities that are determined to be illegal, including, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software; and
- 4.4.6.5 any other activity, whether lawful or unlawful, that the Council determines to be harmful to the community, its operations, reputation, goodwill, or customer relations.

## 5. **CHANGE**

The Council reserves the right to modify these terms and conditions in any way and as required. Written notice of such changes will be delivered to the Community Group. Continued usage of the Community Group Home Pages indicates acceptance of the terms and conditions in their amended form.

## 6. **LIABILITY**

- 6.1 Use of the web page is at the Community Group's own risk.
- 6.2 The Community Group Home Pages is provided on an "AS IS, AS AVAILABLE" basis. The Council gives no warranty, express or implied, for the service provided. This 'no warranty' clause expressly includes any reimbursement for losses of income due to disruption of the service by the Council or its providers.
- 6.3 The Council shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss or profits, goodwill, use data or other intangible losses, resulting from:
  - 6.3.1 use or inability to use the web page for whatever reason;
  - 6.3.2 the costs of procurement of substitute goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the web page;
  - 6.3.3 unauthorised access to or alteration of the content of the Community Group's web page;

6.3.4 statements or conduct of any third party on the web page; or

6.3.5 any other matter relating to the web page.

## **7. INDEMNITY**

7.1 The Community Group agrees to indemnify and keep indemnified the Council from and against all claims, costs, actions and expenses arising out of a breach of these terms and conditions including (but not limited to) all reasonable legal costs reasonably incurred by, or ordered against the Council in any legal proceedings, whether civil or criminal.

7.2 The Council shall not have the benefit of the foregoing indemnity to the extent that any such claims, costs, actions and expenses arise out of the negligence or default of the Council.

## **8. AGREEMENT**

The Community Group agrees that the abovementioned terms and conditions constitute the full and complete understanding between the Council and the Community Group of the obligations and responsibilities of each party to the other.