

Sophia Pregnancy Loss Support

Policies and Procedures

N.B. For the purpose of this document, Sophia Pregnancy Loss Support may also be referred to as ‘SPLS’.

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4. Introduction

Sophia Pregnancy Loss Support is a registered charity that aims to provide support for bereaved parents and family members who have suffered the loss of a baby through miscarriage, termination for medical reasons (TFMR), stillbirth or neonatal death.

The charity began as a support group in 2016 based at Combe House, George Eliot Hospital, Nuneaton on the first Tuesday of every month between 6 and 8pm. We continue to run these meetings at the time of writing this policy document to support bereaved parents and family members. However, the location has changed to Stockingford Community Centre, Haunchwood Road, Nuneaton. It is always made clear that we are not trained counsellors, but we aim to direct members to the best support for them, should they require it.

In January 2017, we gained charity status. Since this, we have been able to seek external grants and fundraise with greater impact. With the money the charity raises, we aim to promote awareness of infant loss locally, as well as improving the bereavement services and facilities of George Eliot Hospital, Nuneaton and other local hospitals, as well as hospitals further afield, such as Oldham. SPLS provides training and support to hospital maternity staff and others to assist in improving support to bereaved parents and family members.

As well as face-to-face support, the trustees run three online pages; an open Facebook page, which raises awareness; a closed Facebook support group for bereaved parents and family members and a closed Facebook dads only support group.

We also have a website, which links to other support groups and websites, as well as selling merchandise to increase our revenue.

Sophia Pregnancy Loss Support may require 48 hours to respond to enquiries.

1.1 Charity Structure

Sophia Pregnancy Loss Support is run by three trustees, including a chair and a treasurer.

We use volunteers during events to enable the smooth running of the sessions. These volunteers are from a variety of backgrounds and have a variety of beliefs.

 Trustees (as of July 2021):

Sarah Watts (Chair/Technical Support)

 Nicky Rygielski (Treasurer)

 Anne Greenway

Trustees will be DBS checked.

1.2 Volunteers

Our volunteers are carefully chosen due to the sensitive nature of our charity work. They are required to sign a volunteer’s confidentiality agreement form before beginning the event (Appendix 1) to protect the privacy of members of the public who seek support or advice. These forms will be kept by Sophia Pregnancy Loss Support for five years. The volunteers are always at the events with at least one trustee who can provide support to those who seek it. Volunteers will never be unsupervised and should direct members of the public requiring support to the lead trustee running the event.

1. Bullying and Harassment

Everyone will be treated with dignity and respect at Sophia Pregnancy Loss Support both online and face-to-face. Bullying and harassment of any kind will not be tolerated; this will include bullying or harassment of trustees or volunteers of Sophia Pregnancy Loss Support.

Those who follow us on our open Facebook page or are a member of one of our closed Facebook groups, are bound by the terms and conditions applied by Facebook (Appendix 2). These apply to trustees, members and volunteers. As a support group, we have our own ‘rules’ that we ask members to adhere to in order to protect each other. They are pinned to the top of our closed support group and are as follows:

*1. Please show respect and understanding in group discussions.*

*2. If posting discussions about rainbow babies please use the word ‘trigger’ in the status. Where posting photos of rainbow babies, pregnancy/ovulation tests etc, please post the word 'trigger' in the post and then the picture in the comments as some members may find this upsetting.*

*3. Please keep personal information discussed on this group confidential.*

*4. We won't tolerate rudeness. It may lead to the removal from the group, but we will discuss it with the member before doing so.*

*5. Get in contact via email or message on the public page if you have any questions, queries or complaints. We will try to action them asap, but we are all volunteers so sometimes it may take a little time.*

*6. Although we have good links with the local hospitals we are an independent group and so any issues you have with specific areas of your treatment should be discussed with the hospital.*

*7. Please no advertising of businesses; this group is a place for thoughts and feelings where we can support each other.*

*\*\*Please be aware that on occasions, there may be need to contact professionals/groups for us to find out relevant information on your behalf if we do not know the answer to any of your questions. We will endeavour to do this anonymously to protect your privacy, or should we feel the need to name you, we will discuss this with you first. We may also need to contact professionals/groups if we are concerned about the safety of our members. This will not be done without the knowledge of those involved, except in extreme circumstances. We are a support group, not a counselling service, but we still have a duty of care towards everybody in the group. If you have any questions regarding this, please email us at Sophiagroup16@gmail.com where one of the trustees can discuss it more with you.\*\**

Facebook have the right to remove any post that they feel is inappropriate without the need of consulting SPLS.

1. Privacy and Confidentiality

Anything that trustees, members and volunteers are told during events or support groups are to remain confidential. We discuss sensitive issues and privacy is our biggest priority within the group. This is included in the ‘rules’ on our Facebook closed group and it is mentioned during the monthly support groups. We are committed to protecting and respecting privacy.

3.1 Record Keeping

A lockable filing cabinet is in place to secure confidential material. It is locked at all times. The records will be kept by the treasurer. These records will be kept for five years, unless otherwise specifically stated on the document. In line with the new GDPR guidelines from 25th May 2018, consent will have been sought from the individuals either via email or on a signed consent form.

Sophia Pregnancy Loss Support uses Google Analytics to gain statistics from their website. This does not tell us any specific details, such as name or address, but it allows us to make observations about how many people have visited our website, which pages they look at and how long they spend on each page. We use this information to see which parts of our website are most popular and to help improve our services. We adhere to Google’s terms and conditions for this (Appendix 3).

* 1. Duplicate Information

It is common for multiple copies of documents to be held by Sophia Pregnancy Loss Support within our digital systems. We endeavour to identify and dispose of any duplicates if they are of no value to the charity.

* 1. Keeping Information Up to Date

The trustees of Sophia Pregnancy Loss Support are aware of the importance of routinely and securely reviewing personal data held by the charity. We have agreed upon an annual review of the information we hold, although trustees are aware that this can also be a continual day-to-day process where appropriate.

For the ‘Angelversary Cards’ that the charity provides to bereaved members, we have asked those who would like to receive one to email us at Sophiagroup16@gmail.com with their name, their angel’s name, the date they want to be recognised and their address. This information is stored in a lockable filing cabinet. The members are informed that it is their responsibility to inform us if any of their personal information changes or if they no longer wish to receive an Angelversay Card from Sophia Pregnancy Loss Support.

* 1. Right to Withdraw Consent and Data

There may be times where people wish to have the data Sophia Pregnancy Loss Support has about them removed from our system. Also where appropriate, they have the right to withdraw consent without the need to give any information to SPLS. Should this be the case, the individual must email the charity to inform us of their wishes where we will take the appropriate measures and confirm to the individual that this action has been taken.

* 1. Right of Access

Individuals can request information stored about them, via email. They also have the right to ask us to remove information without giving any reason. The only exception to this is complaint reports, which may be needed by the trustees within the five year time frame (see complaints section). The information will be provided free of charge, unless a request is excessive whereby a ‘reasonable fee’ can be charged. Fees may also be charged if there was a request for further copies of the same information. Fees will take into account the administrative costs of providing the information to the individual.

The information requested will be provided within one month. Should the request be complex or numerous, the time frame may be extended to two months; SPLS will inform the individual if an extension to the time period is necessary.

Once a request for information is received, Sophia Pregnancy Loss Support must use ‘reasonable means’ to verify the identity of the person.

If the request is made electronically, SPLS will provide the information in a commonly used electronic format.

* 1. Right to Rectification

Individuals have the right to have personal data stored by the charity rectified if it is inaccurate or incomplete. If the information has been provided to others with the individual’s consent, SPLS must contact each recipient and inform them of the rectification, unless this is impossible. If asked to, Sophia Pregnancy Loss Support must also inform the individual of these recipients.

Where a rectification is complex, a three month time period can be used by SPLS. Otherwise, the charity will respond within one month of the receipt of the request.

If action is not undertaken by Sophia Pregnancy Loss Support, the charity must explain why to the individual and inform them of their right to complain to the supervisory authority.

1. Equal Opportunities

Sophia Pregnancy Loss Support recognises that it has responsibilities towards vulnerable members of society; many of the people we deal with are bereaved parents or family members. We support anybody who has lost a baby regardless of their race, gender, marital status, caring responsibilities, disability, gender re-assignment, age, social class, sexual orientation or religion/beliefs.

We take positive steps to ensure that all people are treated with dignity and respect and that all of our services are accessible according to our member’s needs. If anybody requires any of our documentation in another format, they will be able to contact us to discuss this.

1. Vulnerable Adults and Child Protection

We are aware that members we meet may be in a vulnerable situation. They may be at risk of, or are experiencing suicidal thoughts, or self-harm. Sophia Pregnancy Loss Support is not a counselling service. If such information is disclosed to any of our members, we need to discuss with the individual about the need for them to seek support from their GP. Should we feel that the risk of harm is more urgent, SPLS reserves the right to call 999 without the need for permission from the individual. Where we are aware of the vulnerable adult having living children in their care, SPLS may also call Social Services to discuss the situation and express concerns about the welfare of the child/ren.

Under the General Data Protection Regulations of May 2018, children under the age of 13 will need an adult’s permission to have photographs taken and published.

1. Conflicts of Interest

In the case of Sophia Pregnancy Loss Support, some of our current trustees (as of March 2018) are employees of local NHS hospitals who SPLS provide support to. If any decisions are needed for improvements to services at their place of work, those trustees will be unable to take part in the decision-making process. Additional to this, if any trustee believes that they have a conflict of interest and are unable to make a decision in a reasonable and objective manner, the trustee or any other informed trustees can raise an objection about being included in the decision-making process.

 6.1 Declaration of Interest

If a trustee does have a conflict of interest, they must declare it as soon as they are able to. When a conflict of interest is declared, the trustee can be involved in any relevant discussion, their input may be discounted, and their vote will not be counted.

If a trustee is found to have a conflict of interest at a later date, the decision agreed must then be revisited where possible.

1. Complaints

In the unlikely event of there being any complaint or issue with Sophia Pregnancy Loss Support, we ask that it is brought to the attention in writing, preferably via our email, to one of our trustees as soon as possible. They will then call a meeting of the Board of Trustees to raise the matter.

Should this not provide you with a resolution that you are happy with, please contact the Chair of Trustees directly via the contact details on the Charity Commission website. They will carry out a full investigation and publish a report to the individual. Sophia Pregnancy Loss Support will keep a copy of the report for five years.

1. Finance

The financial support of Sophia Pregnancy Loss Support is through fundraising, donations and external grant applications. Due to being a small charity, we are required to keep costs and use of resources to a minimum.

All trustees are volunteers. Reasonable expenses will be paid from time to time for any expense incurred whilst completing services for Sophia Pregnancy Loss Support. Receipts must be provided for expenses to be paid.

 8.1 Online Donation Websites

As part of raising donations, Sophia Pregnancy Loss Support uses online websites including, but not limited to, JustGiving and Paypal. Through these websites, SPLS are provided with personal data of those donating, such as; names, email address and their address. These companies have their own GDPR terms and conditions and act as a Data Processor on the charity’s behalf. We can access reports where personal data is held, however, once we have extracted the donation amount, SPLS have no need to keep this personal data; any electronic copies used to extract this donation are immediately deleted by the SPLS trustees.

 8.2 Definitions of Donations to Sophia Pregnancy Loss Support

A **restricted fund** is a reserve of money that can only be used for specific purposes. Restricted funds provide reassurance to donors that their contributions are used in a manner they have chosen.

**Designated funds** are those unrestricted funds which have been set aside by trustees for an essential spend or future purpose.

**Unrestricted funds** are donations to the charity that may be used for any purpose.

1. Publicity

Sophia Pregnancy Loss Support has a recognisable logo. This is used during all events, on merchandise, leaflets and advertisements. Social media content (Facebook and Twitter) is managed by trustees and two established members of SPLS.

Appendices

Appendix 1 

**Confidentiality Agreement (Volunteers)**

As a volunteer for Sophia Pregnancy Loss Support (SPLS), I agree to the following statements:

**Please tick each box to acknowledge you have read the statements.**

* I understand my roles and responsibilities are a valuable part of the work SPLS charity does and I agree to carry out these responsibilities to the best of my ability.
* As I carry out my role for SPLS, I am aware I may meet vulnerable members of the public who have traumatic experiences relating to the loss of their baby/ies. I agree to preserve the confidentiality of this sensitive information at all times during the event, as well as after the event has ended.
* I will hold such information in the strictest of confidence and I shall not use, copy or disclose any information (both verbally and in writing) to any individual outside of SPLS charity trustees.
* As a result of not adhering to these ground rules, I am aware that I may not be asked to volunteer for SPLS again.
* I have read and understood the statements and agree to participate in the work of SPLS under the guidance of the lead members.

Volunteer Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

(print) (signature) (date)

SPLS member name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

 (print) (signature) (date)

**Photograph Consent Form (Volunteers)**

At Sophia Pregnancy Loss Support (SPLS), we host a variety of events to both fundraise and raise awareness of the taboo surrounding baby loss. As such, we occasionally take photographic images of these events, which at times includes the volunteers working for us at the time. **Please tick each box to acknowledge you have read the statements.**

* I understand the photos taken may be used on social media (Facebook, Twitter, website etc) unless I state otherwise below.
* I give SPLS consent to use the images taken to actively promote the work of SPLS. Please note that this may include our printed publications (leaflets, brochures, newsletters) as well as online resources (Facebook, Twitter, website).
* I understand that the materials will be used to enhance the work of SPLS as well as to illustrate to our donors what we are achieving with their money.
* I am aware the images will not be used for any other purpose.

Please state if there are any ways in which you do not want us to use the photograph(s) of you:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

(print) (signature) (date)

Appendix 2 – Facebook’s Terms of Service – taken from <https://www.facebook.com/legal/terms/update?ref=old_policy>

**Terms of Service**

Welcome to Facebook!
These Terms govern your use of Facebook and the products, features, apps, services, technologies and software that we offer (the [Facebook Products](https://www.facebook.com/help/1561485474074139?ref=tos) or Products), except where we expressly state that separate Terms (and not these) apply.

**1. Our services**

Our mission is to give people the power to build community and bring the world closer together. To help advance this mission, we provide the products and services described below to you:

Provide a personalised experience for you:

Your experience on Facebook is unlike anyone else's: from the posts, stories, events, ads and other content that you see in News Feed or our video platform to the Pages that you follow and other features that you might use, such as Trending, Marketplace and search. We use the data we have – for example, about the connections you make, the choices and settings you select, and what you share and do on and off our Products – to personalise your experience.

Connect you with people and organisations that you care about:

We help you find and connect with people, groups, businesses, organisations and others that matter to you across the Facebook Products you use. We use the data that we have to make suggestions for you and others – for example, groups to join, events to attend, Pages to follow or send a message to, shows to watch and people who you may want to become friends with. Stronger ties make for better communities, and we believe that our services are most useful when people are connected to people, groups and organisations that they care about.

Empower you to express yourself and communicate about what matters to you:

There are many ways to express yourself on Facebook and to communicate with friends, family and others about what matters to you – for example, sharing status updates, photos, videos and stories across the Facebook Products that you use, sending messages to a friend or several people, creating events or groups, or adding content to your profile. We also have developed, and continue to explore, new ways for people to use technology, such as augmented reality and 360 video to create and share more expressive and engaging content on Facebook.

Help you discover content, products and services that may interest you:

We show you ads, offers and other sponsored content to help you discover content, products and services that are offered by the many businesses and organisations that use Facebook and other Facebook Products. Our partners pay us to show their content to you, and we design our services so that the sponsored content you see is as relevant and useful to you as everything else that you see on our Products.

Combat harmful conduct, and protect and support our community:

People will only build community on Facebook if they feel safe. We employ dedicated teams around the world and develop advanced technical systems to detect misuse of our Products, harmful conduct towards others and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action – for example, offering help, removing content, blocking access to certain features, disabling an account or contacting law enforcement. We share data with other [Facebook Companies](https://www.facebook.com/help/111814505650678?ref=tos) when we detect misuse or harmful conduct by someone using one of our Products.

Use and develop advanced technologies to provide safe and functional services for everyone:

We use and develop advanced technologies such as artificial intelligence, machine learning systems and augmented reality so that people can use our Products safely regardless of physical ability or geographic location. For example, technology like this helps people who have visual impairments understand what or who is in photos or videos shared on Facebook or Instagram. We also build sophisticated network and communication technology to help more people connect to the Internet in areas with limited access. And we develop automated systems to improve our ability to detect and remove abusive and dangerous activity that may harm our community and the integrity of our Products.

Research ways to make our services better:

We engage in research and collaborate with others to improve our Products. One way we do this is by analysing the data we have and understanding how people use our Products. You can [learn more](https://l.facebook.com/l.php?u=https%3A%2F%2Fresearch.fb.com%2Fcategory%2Fhuman-computer-interaction-and-ux%2F&h=ATO8QVl7PFnxw5OJW7u7G6JHnswbD_iDoglUBQRjw5qY1UKVmiart6CBJkBqRA5kGt6H95gYgL-qc5eZ52mt-agF1Jc7pN2_twR2CsscGtYqPJ_xyYxvm33F8ofM40qnMIM) about some of our research efforts.

Provide consistent and seamless experiences across the Facebook Company Products:

Our Products help you find and connect with people, groups, businesses, organisations and others that are important to you. We design our systems so that your experience is consistent and seamless across the different [Facebook Company Products](https://www.facebook.com/help/195227921252400?ref=tos) that you use. For example, we use data about the people you engage with on Facebook to make it easier for you to connect with them on Instagram or Messenger, and we enable you to communicate with a business that you follow on Facebook through Messenger.

Enable global access to our services:

To operate our global service, we need to store and distribute content and data in our data centres and systems around the world, including outside your country of residence. This infrastructure may be operated or controlled by Facebook, Inc., Facebook Ireland Limited or its affiliates.

**2. Our Data Policy and your privacy choices**

We collect and use your personal data in order to provide the services described above to you. You can learn about how we collect and use your data in our [Data Policy](https://www.facebook.com/about/privacy/update). We also encourage you to review the privacy choices that you have about the ways in which we use data in your [settings](https://www.facebook.com/settings).

**3. Your commitments to Facebook and our community**

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

1. Who can use Facebook

When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must:

Use the same name that you use in everyday life.

Provide accurate information about yourself.

Create only one account (your own) and use your timeline for personal purposes.

Not share your password, give access to your Facebook account to others or transfer your account to anyone else (without our permission).

We try to make Facebook broadly available to everyone, but you cannot use Facebook if:

You are under 13 years old.

You are a convicted sex offender.

We've previously disabled your account for breaches of our Terms or Policies.

You are prohibited from receiving our products, services or software under applicable laws.

2. What you can share and do on Facebook

We want people to use Facebook to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

You may not use our Products to do or share anything:

That breaches these Terms, our [Community Standards](https://www.facebook.com/communitystandards) and [other Terms and Policies](https://www.facebook.com/legal/terms/update?ref=old_policy#other-terms-policies) that apply to your use of Facebook.

That is unlawful, misleading, discriminatory or fraudulent.

That infringes or breaches someone else's rights.

You may not upload viruses or malicious code, or do anything that could disable, overburden or impair the proper working or appearance of our Products.

You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data that you do not have permission to access.

We can remove content that you share in breach of these provisions and, if applicable, we may take action against your account, for the [reasons described below](https://www.facebook.com/legal/terms/account-termination). We may also disable your account if you repeatedly infringe other people's intellectual property rights.
Where appropriate, we will take steps to notify you when we remove your content for breaching our [Community Standards](https://www.facebook.com/communitystandards). We may not be able to provide notice in all cases, for example if we are prohibited from doing so by law or where it might harm our community or the integrity of our Products.
To help support our community, we encourage you to [report content](https://www.facebook.com/help/181495968648557?ref=tos) or conduct that you believe breaches your rights (including [intellectual property rights](https://www.facebook.com/help/325058084212425?ref=tos)) or our Terms and Policies.

3. The permissions you give us

We need certain permissions from you to provide our services:

Permission to use content that you create and share: You own the content that you create and share on Facebook and the other Facebook Products you use, and nothing in these Terms takes away the rights that you have to your own content. You are free to share your content with anyone else, wherever you want. To provide our services though, we need you to give us some legal permissions to use that content.
Specifically, when you share, post or upload content that is covered by intellectual property rights (e.g. photos or videos) on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free and worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content (consistent with your [privacy](https://www.facebook.com/help/325807937506242?ref=tos) and [application](https://www.facebook.com/help/1727608884153160?ref=tos) settings). This means, for example, that if you share a photo on Facebook, you give us permission to store, copy and share it with others (again, consistent with your settings) such as service providers that support our service or other Facebook Products that you use.
You can end this licence any time by deleting your content or account. You should know that, for technical reasons, any content that you delete may persist for a limited period of time in backup copies (though it will not be visible to other users). In addition, content you delete may continue to appear if you have shared it with others and they have not deleted it.

Permission to use your name, profile picture and information about your actions with ads and sponsored content: You give us permission to use your name and profile picture and information about actions that you have taken on Facebook next to or in connection with ads, offers and other sponsored content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised event or have liked a Page created by a brand that has paid us to display its ads on Facebook. Ads like this can be seen only by people who have your permission to see the actions that you've taken on Facebook. You can [learn more](https://www.facebook.com/about/ads) about your ad settings and preferences.

Permission to update software that you use or download: If you download or use our software, you give us permission to download and install upgrades, updates and additional features to improve, enhance and further develop it.

4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos or sounds that we provide, which you add to content you create or share on Facebook), we retain all rights to that content (but not yours). You can only use our copyrights or [trademarks (or any similar marks)](https://l.facebook.com/l.php?u=https%3A%2F%2Fen.facebookbrand.com%2Ftrademarks%2F&h=ATPRoTlraE4aPFY_ZK2JL95eQXKQu11QPWZiPwjaJbs6brrn1UEKfogLBg5IiBfiXbVHQUnhQp2TI2sHK_v_OHqxu861Oad12YQRlATwdg35GLwDyA6qcUHbuN4oxQbqEHM) as expressly permitted by our [Brand Usage Guidelines](https://l.facebook.com/l.php?u=https%3A%2F%2Fen.facebookbrand.com%2Fguidelines%2Fbrand&h=ATMMsXN7ZtU0kWewvx1iuBqZXGw2Ogiua9A_QWltvH3e6-Ucp-K2w9DxsilhF526osnnTV5klS3rqo2dW36UqC_RJnFBOVmrOcJunkFbf0eAyBphIrfqXk33I2MMSPTuOos) or with our prior written permission. You must obtain our written permission (or permission under an open source licence) to modify, create derivative works of, decompile or otherwise attempt to extract source code from us.

**4. Additional provisions**

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you (for example, by email or through our Products) at least 30 days before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can [delete](https://www.facebook.com/help/224562897555674?ref=tos) your account at any time.

2. Account suspension or termination

We want Facebook to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.
If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular our [Community Standards](https://www.facebook.com/communitystandards), we may suspend or permanently disable access to your account. We may also suspend or disable your account if required to do so by law. Where appropriate, we will notify you about your account the next time you try to access it. You can [learn more](https://www.facebook.com/help/103873106370583?ref=tos) about what you can do if your account has been disabled and how to contact us if you think that we have disabled your account by mistake.
If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5

3. Limits on liability

We will use reasonable skill and care in providing our Products to you and in keeping a safe, secure and error-free environment, but we cannot guarantee that our Products will always function without disruptions, delays or imperfections. Provided that we have acted with reasonable skill and care, we do not accept responsibility for: losses not caused by our breach of these Terms or otherwise by our acts; losses that are not reasonably foreseeable by you and us at the time of entering into these Terms; any offensive, inappropriate, obscene, unlawful or otherwise objectionable content posted by others that you may encounter on our Products; and events beyond our reasonable control.
The above does not exclude or limit our liability for death, personal injury or fraudulent misrepresentation caused by our negligence. It also does not exclude or limit our liability for any other things where the law does not permit us to do so.

4. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.
If you are a consumer and habitually reside in a Member State of the European Union, the laws of that Member State will apply to any claim, cause of action or dispute that you have against us, which arises out of or relates to these Terms or the Facebook Products ("claim"), and you may resolve your claim in any competent court in that Member State that has jurisdiction over the claim. In all other cases, you agree that the claim must be resolved in a competent court in the Republic of Ireland and that Irish law will govern these Terms and any claim, without regard to conflict of law provisions.

5. Other

These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Facebook Ireland Limited regarding your use of our Products. They supersede any prior agreements.

Some of the Products we offer are also governed by supplemental Terms. If you use any of these Products, you will be provided with an opportunity to agree to supplemental Terms that will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our [Commercial Terms](https://www.facebook.com/legal/commercial_terms). If you post or share content containing music, you must comply with our [Music Guidelines](https://www.facebook.com/legal/music_guidelines). To the extent that any supplemental Terms conflict with these Terms, the supplemental Terms shall govern to the extent of the conflict.

If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.

You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.

You may designate a person (called a legacy contact) to manage your account if it is memorialised. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek [disclosure](https://www.facebook.com/help/1506822589577997?ref=tos) from your account after it is memorialised.

These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.

You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name that you use in everyday life).

We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.

We reserve all rights not expressly granted to you.

**5. Other Terms and Policies that may apply to you**

[Community Standards](https://www.facebook.com/communitystandards): These guidelines outline our standards regarding the content that you post to Facebook and your activity on Facebook and other Facebook Products.

[Commercial Terms](https://www.facebook.com/legal/commercial_terms): These Terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on our Platform, using our measurement services, managing a group or a Page for a business or selling goods or services.

[Advertising Policies](https://www.facebook.com/ad_guidelines.php): These Policies specify what types of ad content are allowed by partners who advertise across the Facebook Products.

[Self-Serve Ad Terms](https://www.facebook.com/legal/self_service_ads_terms): These Terms apply when you use self-serve advertising interfaces to create, submit or deliver advertising or other commercial or sponsored activity or content.

[Pages, Groups and Events Policy](https://www.facebook.com/page_guidelines.php): These guidelines apply if you create or administer a Facebook Page, group or event, or if you use Facebook to communicate or administer a promotion.

[Facebook Platform Policy](https://developers.facebook.com/policy/): These guidelines outline the Policies that apply to your use of our platform (for example, for developers or operators of a platform application or website or if you use social plugins).

[Developer Payment Terms](https://developers.facebook.com/policy/credits): These Terms apply to developers of applications that use Facebook Payments.

[Community Payment Terms](https://www.facebook.com/payments_terms): These Terms apply to payments made on or through Facebook.

[Commerce Policies](https://www.facebook.com/policies/commerce): These guidelines outline the Policies that apply when you offer products and services for sale on Facebook.

[Facebook Brand Resources](https://l.facebook.com/l.php?u=https%3A%2F%2Fwww.facebookbrand.com%2F&h=ATPF2ef-fM40E5m6pnNdd1P3IZ1vnAzCKmL3ZDZhvTiqZBVpgilFdBMNmM9jH0nAXeuy6v_MG1OQ1LuyPbwNAXMm7QYnqVTTGnSc35vrzsn3CSZ_tqJ6Iudqd8hw-0dy3j4): These guidelines outline the Policies that apply to the use of Facebook trademarks, logos and screenshots.

[Music Guidelines](https://www.facebook.com/legal/music_guidelines): These guidelines outline the Policies that apply if you post or share content containing music on Facebook.

Date of last revision: 19 April 2018

Appendix 3 – Google Analytics Terms of Service – as taken from <https://www.google.com/analytics/terms/gb.html>

Google Analytics Terms of Service

These Google Analytics Terms of Service (this "Agreement") are entered into by Google LLC ("Google") and the entity executing this Agreement ("You"). This Agreement governs Your use of the standard Google Analytics (the "Service"). BY CLICKING THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPT THIS AGREEMENT AND ARE AUTHORISED TO ACT ON BEHALF OF, AND BIND TO THIS AGREEMENT, THE OWNER OF THIS ACCOUNT. In consideration of the foregoing, the parties agree as follows:

1. Definitions.

"Account" refers to the billing account for the Service. All Profiles linked to a single Property will have their Hits aggregated before determining the charge for the Service for that Property.

"Confidential Information" includes any proprietary data and any other information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within five business days, reduced to writing and marked "confidential". However, Confidential Information will not include any information that is or becomes known to the general public, which is already in the receiving party's possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information.

"Customer Data" or “Google Analytics Data" means the data that you collect, process or store using the Service concerning the characteristics and activities of Visitors.

"Documentation" means any accompanying documentation made available to You by Google for use with the Processing Software, including any documentation available online.

"GATC" means the Google Analytics Tracking Code, which is installed on a Property for the purpose of collecting Customer Data, together with any fixes, updates and upgrades provided to You.

“GA 360 Suite Home” means the user interface through which You can access certain Google Analytics 360 suite-level functionality.

"Hit" means the base unit that the Google Analytics system processes. A Hit may be a call to the Google Analytics system by various libraries, including Javascript (e.g. analytics.js), Silverlight, Flash and Mobile. A Hit may currently be a page view, a transaction, item or event, social interaction or user timing. Hits may also be delivered to the Google Analytics system without using one of the various libraries by other Google Analytics-supported protocols and mechanisms that the Service makes available to You.

"Processing Software" means the Google Analytics server-side software and any upgrades, which analyses the Customer Data and generates the Reports.

"Profile" means the collection of settings that together determine the information to be included in, or excluded from, a particular Report. For example, a Profile could be established to view a small portion of a web site as a unique Report. There can be multiple Profiles established under a single Property.

"Property" means any web page, app or other property under Your control that sends data to Google Analytics. Each Property includes a default Profile that measures all pages within the Property.

"Privacy Policy" means the privacy policy on a Property.

"Report" means the resulting analysis shown at [www.google.com/analytics/](https://www.google.com/analytics/) for a Profile.

"Servers" means the servers controlled by Google (or its wholly owned subsidiaries) on which the Processing Software and Customer Data are stored.

"Software" means the GATC and the Processing Software.

"Third Party" means any third party (i) to which You provide access to Your Account or (ii) for which You use the Service to collect information on the third party's behalf.

"Visitors" means visitors to Your Properties.

The words "include" and "including" mean "including but not limited to".

2. Fees and Service.

Subject to Section 15, the Service is provided without charge to You for up to 10 million Hits per month per account. Google may change its fees and payment policies for the Service from time to time including the addition of costs for geographic data, the importing of cost data from search engines or other fees charged to Google or its wholly-owned subsidiaries by third-party vendors for the inclusion of data in the Service reports. The changes to the fees or payment policies are effective upon Your acceptance of those changes which will be posted at [www.google.com/analytics/](https://www.google.com/analytics). Unless otherwise stated, all fees are quoted in US Dollars. Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including legal fees) incurred by Google will be included in the amount owed, and may be charged to the credit card or other billing mechanism associated with Your AdWords account.

3. Member Account, Password and Security.

To register for the Service, You must complete the registration process by providing Google with current, complete and accurate information as prompted by the registration form, including Your e-mail address (username) and password. You will protect Your passwords and take full responsibility for Your own, and third-party, use of Your accounts. You are solely responsible for any and all activities that occur under Your Account. You will notify Google immediately upon learning of any unauthorised use of Your Account or any other breach of security. Google's (or its wholly-owned subsidiaries') support staff may, from time to time, log in to the Service under Your customer password in order to maintain or improve service, including to provide You assistance with technical or billing issues.

4. Nonexclusive Licence.

Subject to the terms and conditions of this Agreement, (a) Google grants You a limited, revocable, non-exclusive, non-sub-licensable licence to install, copy and use the GATC solely as necessary for You to use the Service on Your Properties or Third Party's Properties; and (b) You may remotely access, view and download Your Reports stored at [www.google.com/analytics/](https://www.google.com/analytics). You will not (and You will not allow any third party to) (i) copy, modify, adapt, translate or otherwise create derivative works of the Software or the Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, except as expressly permitted by the law in effect in the jurisdiction in which You are located; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Software, the Documentation or the Service; (iv) remove any proprietary notices or labels on the Software or placed by the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (vi) use data labelled as belonging to a third party in the Service for purposes other than generating, viewing and downloading Reports. You will comply with all applicable laws and regulations in Your use of and access to the Documentation, Software, Service and Reports.

5. Confidentiality.

Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order; in which case, the party being compelled to disclose Confidential Information will give the other party as much notice as is reasonably practicable prior to disclosing the Confidential Information.

6. Information Rights and Publicity.

Google and its wholly owned subsidiaries may retain and use, subject to the terms of its privacy policy (located at <https://www.google.com/policies/privacy/>), information collected in Your use of the Service. Google will not share Your Customer Data or any Third Party's Customer Data with any third parties unless Google (i) has Your consent for any Customer Data or any Third Party's consent for the Third Party's Customer Data; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of Customer Data is reasonably necessary to protect the rights, property or safety of Google, its users or the public; or (iii) provides Customer Data in certain limited circumstances to third parties to carry out tasks on Google's behalf (e.g. billing or data storage) with strict restrictions that prevent the data from being used or shared except as directed by Google. When this is done, it is subject to agreements that oblige those parties to process Customer Data only on Google's instructions and in compliance with this Agreement and appropriate confidentiality and security measures.

7. Privacy.

You will not and will not assist or permit any third party to, pass information to Google that Google could use or recognise as personally identifiable information. You will have and abide by an appropriate Privacy Policy and will comply with all applicable laws, policies and regulations relating to the collection of information from Visitors. You must post a Privacy Policy and that Privacy Policy must provide notice of Your use of cookies that are used to collect data. You must disclose the use of Google Analytics, and how it collects and processes data. This can be done by displaying a prominent link to the site “How Google uses data when you use our partners' sites or apps”, (located at [www.google.com/policies/privacy/partners/](https://www.google.com/policies/privacy/partners/), or any other URL that Google may provide from time to time). You will use commercially reasonable efforts to ensure that a Visitor is provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the Visitor’s device where such activity occurs in connection with the Service and where providing such information and obtaining such consent is required by law.

You must not circumvent any privacy features (e.g. an opt-out) that are part of the Service. You will comply with all applicable Google Analytics policies located at [www.google.com/analytics/policies/](https://www.google.com/analytics/policies/) (or such other URL as Google may provide) as modified from time to time (the “Google Analytics Policies”).

You may participate in an integrated version of Google Analytics and certain DoubleClick and Google advertising services ("Google Analytics Advertising Features"). If You use Google Analytics Advertising Features, You will adhere to the Google Analytics Advertising Features policy (available at [support.google.com/analytics/bin/answer.py?hl=en\_GB&topic=2611283&answer=2700409](https://support.google.com/analytics/bin/answer.py?hl=en_GB&topic=2611283&answer=2700409)) Your access to and use of any DoubleClick or Google advertising service is subject to the applicable terms between You and Google regarding that service.

If You use the GA 360 Suite Home, Your use of the GA 360 Suite Home is subject to the Google Analytics 360 Suite Home Additional Terms (or as subsequently re-named) available at <https://360suite.google.com/terms> (or such other URL as Google may provide) as modified from time to time (the “Suite Home Terms”).

To the extent that Your use of the Service is within scope, You and Google agree to the Google Ads Data Processing Terms at <https://privacy.google.com/businesses/processorterms> (the “Processing Terms”). Google will not modify the Processing Terms, except as expressly permitted under the Processing Terms.

8. Indemnification.

To the extent permitted by applicable law, You will indemnify, hold harmless and defend Google and its wholly owned subsidiaries, at Your expense, from any and all third-party claims, actions, proceedings and suits brought against Google or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable lawyers' fees and other litigation expenses) incurred by Google or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) Your breach of any term or condition of this Agreement, (ii) Your use of the Service, (iii) Your violations of applicable laws, rules or regulations in connection with the Service, (iv) any representations and warranties made by You concerning any aspect of the Service, the Software or Reports to any Third Party; (v) any claims made by or on behalf of any Third Party pertaining directly or indirectly to Your use of the Service, the Software or Reports; (vi) violations of Your obligations of privacy to any Third Party; and (vii) any claims with respect to acts or omissions of any Third Party in connection with the Service, the Software or Reports. Google will provide You with written notice of any claim, suit or action from which You must indemnify Google. You will cooperate as fully as reasonably required in the defence of any claim. Google reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by You.

9. Third Parties.

If You use the Service on behalf of the Third Party or a Third Party otherwise uses the Service through Your Account, whether or not You are authorised by Google to do so, then You represent and warrant that (a) You are authorised to act on behalf of, and bind to this Agreement, the Third Party to all obligations that You have under this Agreement, (b) Google may share with the Third Party any Customer Data that is specific to the Third Party's Properties, and (c) You will not disclose Third Party's Customer Data to any other party without the Third Party's consent.

10. DISCLAIMER OF WARRANTIES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, GOOGLE MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE WILL NOT BE LIABLE FOR YOUR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF GOOGLE OR ITS SUBSIDIARIES AND AFFILIATES HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. GOOGLE'S (AND ITS WHOLLY OWNED SUBSIDIARIES') TOTAL CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED $500 (USD).

12. Proprietary Rights Notice.

The Service, which includes the Software and all Intellectual Property Rights therein, is, and will remain, the property of Google (and its wholly owned subsidiaries). All rights in and to the Software not expressly granted to You in this Agreement are reserved and retained by Google and its licensors without restriction, including, Google's (and its wholly owned subsidiaries') right to sole ownership of the Software and Documentation. Without limiting the generality of the foregoing, You agree not to (and not to allow any third party to): (a) sub-license, distribute or use the Service or Software outside of the scope of the licence granted in this Agreement; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble or decompile the Software or otherwise attempt to discover any source code or trade secrets related to the Service; (c) rent, lease, sell, assign or otherwise transfer rights in or to the Software or the Service; (d) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; (e) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for any purpose without the express written consent of Google; (f) register, attempt to register or assist anyone else to register any trademark, trade name, serve marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with Google (or its wholly owned subsidiaries) other than in the name of Google (or its wholly owned subsidiaries, as the case may be); (g) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any item included with the Service; or (h) seek, in a proceeding filed during the term of this Agreement or for one year after such term, an injunction of any portion of the Service based on patent infringement.

13. US Government Rights.

If the use of the Service is being acquired by or on behalf of the US Government or by a US Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the Software, including its rights to use, modify, reproduce, release, perform, display or disclose the Software or Documentation, will be subject in all respects to the commercial licence rights and restrictions provided in this Agreement.

14. Term and Termination.

Either party may terminate this Agreement at any time with notice. Upon any termination of this Agreement, Google will stop providing, and You will stop accessing the Service; and You will delete all copies of the GATC from all Properties and certify thereto in writing to Google within 3 business days of such termination. In the event of any termination (a) You will not be entitled to any refunds of any usage fees or any other fees, and (b) any outstanding balance for Service rendered through the date of termination will be immediately due and payable in full and (c) all of Your historical Report data will no longer be available to You.

15. Modifications to Terms of Service and Other Policies.

Google may modify these terms or any additional terms that apply to the Service to, for example, reflect changes to the law or changes to the Service. You should look at the terms regularly. Google will post notice of modifications to these terms at [www.google.com/analytics/](https://www.google.com/analytics), the Google Analytics Policies at [www.google.com/analytics/policies/](https://www.google.com/analytics/policies/) or other policies referenced in these terms at the applicable URL for such policies. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. If You do not agree to the modified terms for the Service, You should discontinue Your use of Google Analytics. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorised representative of Google, (ii) You accept updated terms online, or (iii) You continue to use the Service after Google has posted updates to the Agreement or to any policy governing the Service.

16. Miscellaneous, Applicable Law and Venue.

Google will be excused from performance in this Agreement to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. This Agreement (including any amendment agreed upon by the parties in writing) represents the complete agreement between You and Google concerning its subject matter, and supersedes all prior agreements and representations between the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement will be governed by and construed under the laws of the state of California without reference to its conflict of law principles. In the event of any conflicts between foreign law, rules and regulations, and California law, rules and regulations, California law, rules and regulations will prevail and govern. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in Santa Clara County, California. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement. The Software is controlled by US Export Regulations, and it may be not be exported to or used by embargoed countries or individuals. Any notices to Google must be sent to: Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, with a copy to Legal Department, via first class or air mail or overnight courier, and are deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. You may not assign or otherwise transfer any of Your rights in this Agreement without Google's prior written consent, and any such attempt is void. The relationship between Google and You is not one of a legal partnership relationship, but is one of independent contractors. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The following sections of this Agreement will survive any termination thereof: 1, 4, 5, 6 (except the last two sentences), 7, 8, 9, 10, 11, 12, 14 and 16.

Last Updated 25th November 2023