

TERMS OF USE – SMALL WORLD INSPECTIONS

Small World Inspections is a cloud-based application built on the Microsoft Stack.

The following terms govern how you can use Small World Inspections, so we would ask you to read them carefully. If you have any questions relating to the terms, you can contact us at support@playservicesireland.co.uk.

1. THE TERMS AND INTERPRETATION

1.1. These Terms form a binding legal agreement between you (“**you**”, “**your**”) and Play Services Ireland Limited of 422 Lisburn Enterprise Centre, Enterprise Crescent, Lisburn, Co Antrim BT28 2BP, company no. NI601797 (“**we**”, “**us**”, “**our**”) and set out how you may use Small World Inspections.

1.2. The following words shall have the following meanings throughout these Terms:

“**Agreement**” means the agreement between you and us formed by you agreeing to these Terms;

“**Authorising Party**” means the party who set up a User Account for you;

“**Customer**” means the party who purchased a licence to use Small World Inspections from us (“**Licence**”) and has authorised you (or your Manager) to use Small World Inspections, or you, if you purchased the Licence;

“**Fee**” means the fee payable by the Customer to us for a licence to use Small World Inspections;

“**Inspector**” means a person authorised to use Small World Inspections by a Manager;

“**Manager**” means a person authorised to use Small World Inspections by a Customer;

“**Small World Inspections**” means the platform and any associated applications created by us or on our behalf for the purposes of health and safety reporting and risk assessment for recreational areas and equipment;

“**Terms**” means these terms of use; and

“**User Account**” means an account set up by us, a Customer or a Manager for you to use Small World Inspections.

1.3. References to clauses (unless otherwise provided) are references of the clauses of these Terms. Words in the singular include the plural and in the plural include the singular. A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. References to “**including**” and “**include(s)**” shall be deemed to mean respectively, “**including without limitation**” and “**include(s) without limitation**”.

2. ACCEPTING THE TERMS

2.1. In order to make use of Small World Inspections, you must first agree to these Terms. **You may not use Small World Inspections if you do not accept these Terms. You may agree to these Terms either:**

2.1.1. by using or accessing Small World Inspections or

2.1.2. by agreeing to these Terms where the option is made available to you.

- 2.2. To be eligible to use Small World Inspections you must be 16 years of age or older. You must not use Small World Inspections if you are younger than 16 years old.
- 2.3. You agree that we may modify these Terms from time to time without notice. We recommend that you review these Terms on a regular basis. You understand and agree that any use by you of any of Small World Inspections, following changes having been posted by us, will be deemed acceptance of such changes.
- 2.4. **We may include certain features on Small World Inspections, such as location services, “Google Maps”. In order to use this function, you may be required to accept terms of use different to ours. We would recommend that you always review any third party terms of use before making use of any such third party function on Small World Inspections.**
- 2.5. **Please note that by accessing any links made available to you on Small World Inspections, you may access other websites owned by us or by a third party. Different terms of use may apply to your use of any such websites, and you should check their terms before using such websites.**

3. LICENCE

- 3.1. In consideration of you agreeing fully to comply with and be bound by these Terms, and subject to the payment of Fees by the Customer to us, we hereby grant you a non-exclusive, non-assignable, non-transferrable, non-sub-licensable (other than in accordance with clause 4.1 below) licence to use Small World Inspections for the duration of the Agreement.

4. SCOPE OF USE

- 4.1. Small World Inspections may only be used by you solely for the purpose of creating, facilitating, completing, storing and/or analysing health and safety reports (“**Reports**”) or risk assessments (“**Risk Assessments**”) for recreational areas and equipment:

4.1.1. if you have paid us the Fees and if we have set up an account for you; or

4.1.2. if you have been authorised to use it by a Customer, and if the Customer has set up an account for; or

4.1.3. if you have been authorised to use it by a Manager, and if the Manager has set up an account for you

(in each case, “**User Account**”).

- 4.2. You agree not to:

4.2.1. use Small World Inspections for any reason whatsoever, other than as set out at clause 4.1 above;

4.2.2. use Small World Inspections for any purposes which are or could be deemed to be threatening, aggressive or to facilitate any illegal acts;

4.2.3. access (or attempt to access) any part of Small World Inspections by any means other than through the interface that is provided by us. You specifically agree not to access (or

attempt to access) any part of Small World Inspections through automated means, including use of scripts, robots, spiders, scrapers or web crawlers.

4.3. You agree that you will not:

- 4.3.1. take any action that imposes, or may impose (in each case at our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- 4.3.2. (save to the extent permitted by governing law) copy, duplicate, reproduce, rent, lease, loan, sell, trade, resell, modify, create derivative works, distribute or publicly display any part of Small World Inspections without prior written consent from us;
- 4.3.3. interfere or attempt to interfere with the proper working of Small World Inspections or any related activities conducted by us;
- 4.3.4. bypass any measures we may use to prevent or restrict access to Small World Inspections;
- 4.3.5. attempt to reverse engineer, decompile or otherwise seek to obtain access to any source code in Small World Inspections; and/or
- 4.3.6. engage in any activity that interferes with or disrupts Small World Inspections or the servers and networks that are connected with Small World Inspections .

5. USER ACCOUNT

- 5.1. In order to access Small World Inspections, you will be required to use your User Account. You agree and understand that you are responsible for maintaining the confidentiality of any passwords associated with your User Account. Accordingly, you agree that you are solely responsible to us for all activities that occur under your account, as determined, noted, or recorded by us. Such determination, notation and record shall be at our sole discretion, and shall serve as conclusive proof of the facts stated therein to which they attest.
- 5.2. You grant us the right to access your User Account for the purposes of provided Small World Inspections, monitoring, improvement or upgrade.
- 5.3. If you become aware of any unauthorised use of your password or your User Account, you agree to notify us immediately at: support@playservicesireland.co.uk.

6. PERSONAL DATA

- 6.1. In order to use Small World Inspections, you may be required to disclose to us (either directly or via Small World Inspections) personal data (which term shall include sensitive personal data) relating to data subjects (**personal data** and **data subjects** each as defined in the Data Protection Act 1998). In the event that you do so disclose such personal data to us:
 - 6.1.1. **for any personal data relating to third parties:** you warrant and represent to us that you have secured all consents and permissions, and have taken all actions necessary, as may be required by applicable law for the purposes of storage by us of any such data relating to third parties in the provision of Small World Inspections; and
 - 6.1.2. **for any personal data relating to you:** you consent to the use of such personal data, in each case, in accordance with our [privacy policy](#).

- 6.2. **You expressly acknowledge and agree that because Small World Inspections uses Google Maps, any data input into that feature may be used by Google in accordance with such privacy policy as it may have in place from time to time.**

7. REPORT DETAILS

- 7.1. In order to use Small World Inspections you may be required to enter content or upload images (in any such event, **“Report Details”**). You acknowledge and agree that:
- 7.1.1. you are solely responsible for any Report Details uploaded on to or otherwise published on to Small World Inspections by you;
 - 7.1.2. we do not endorse, nor are we responsible to you for any Report Details uploaded by any third party; and
 - 7.1.3. we reserve the right to remove any Report Details at any time at our complete discretion with no liability to you or any third party in the event that we receive any complaint about your Report Details or your use of it.
- 7.2. By uploading any Report Details, you represent and warrant to us that:
- 7.2.1. any such Report Details are not unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, indecent, inflammatory, libellous, tortious, hateful or invasive of another’s rights, including rights of celebrity, privacy and intellectual property; and
 - 7.2.2. you have the lawful right to upload, reproduce and distribute such Report Details.
- 7.3. You shall indemnify us and hold us harmless, without limitation and upon demand, against any claims, proceedings, actions, costs, damages, expenses, liability, losses and demands (including reasonable legal expenses) that may be incurred by us, whether arising directly or indirectly from your breach of clause 7.2 above.
- 7.4. **We will never access or use any of your Report Details for any purposes other than as set out in our privacy policy.**

8. THIRD PARTY CONTENT

- 8.1. Content from third parties, including access to literature setting out various European standards of safety relevant to different recreational facilities may from time to time be displayed on Small World Inspections, (any such content, **“Third Party Content”**). To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect, special, incidental loss or damage which may arise in respect of your use of or reliance upon any Third Party Content.
- 8.2. We do not endorse any Third Party Content, nor do we have a duty to moderate any Third Party Content. Any use of or reliance upon such Third Party Content is at your sole risk. You expressly understand and agree that we do not make any express or implied representations or warranties to you in relation to any such Third Party Content, including fitness for purpose, infringement or merchantability.

9. INTELLECTUAL PROPERTY

- 9.1. You acknowledge that we own or licence all legal rights, title and interest in and to Small World Inspections, including any intellectual property rights which subsist in Small World Inspections (whether those rights happen to be registered or not, and wherever in the world those right may exist) and that all intellectual property rights in Small World Inspections (including source code in therein) belong to and shall remain vested in us (or where relevant our licensors). Nothing in these Terms shall confer on you any right, title or interest in any intellectual property rights (except the rights of use set out in these Terms). For the avoidance of doubt, we (or where relevant, our licensors) own all intellectual property rights in the lay out and format of any documents that may be created on Small World Inspections, including any Report or Risk Assessment (but not including any Report Details).
- 9.2. You agree not to use any of the trademarks, trade names, service marks, copyrights, logos, domain names, and/or other distinctive brand features belonging to us or any third party unless you have valid written permission to do so. You agree not to alter, remove or obscure any proprietary notices (including copyright and trademark notices) which may appear in or be held within Small World Inspections.
- 9.3. In the event that your use of Small World Inspections, if used in accordance with these Terms, infringes any intellectual property rights of a third party, we may, at our sole discretion and expense, replace or modify Small World Inspections so that it is no longer infringing or obtain for you the right to continue using Small World Inspections. This therefore constitutes your sole remedy in relation to any such infringement.

10. TERMINATION

- 10.1. We may at any time terminate your access to your User Account, and/or this Agreement, at our sole discretion, and with you with no liability to you, if:
 - 10.1.1. you or any Authorising Party materially breaches any provision of these Terms (or acts in a manner which we believe shows that such party does not intend to, or is unable to comply with these Terms). For the avoidance of doubt, any breach of clause 4 shall be deemed to be a material breach;
 - 10.1.2. we are required to do so by law;
 - 10.1.3. the Customer becomes bankrupt or insolvent, or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole part of the Customer's business or assets, or notice of an intention to appoint such a person is given or documents relating to such appointment are filed with any court; or the ability of the Customer's creditors to take any action to enforce the Customer's debts is suspended, restricted or prevented or some or all of the Customer's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or any process is instituted which could lead to the Customer being dissolved and the Customer's assets being distributed to the Customer's creditors, shareholder or other contributors (other than for the purposes of solvent amalgamation or reconstruction) or;
 - 10.1.4. the provision of Small World Inspections is, in our sole opinion, no longer commercially viable, provided that any Fees paid by the Customer to us for the provisions of Small World Inspections which will not be received, are refunded by us to the Customer.
- 10.2. On termination of this Agreement, the following clauses shall apply:

- 10.2.1. the licence granted under clause 3 shall immediately terminate;
- 10.2.2. the Customer shall immediately pay us any outstanding sums due in connection with any use of Small World Inspection;
- 10.2.3. any Report Details uploaded by you and/or any Reports or Risk Assessments created by you will be available for download by the Customer or Manager for a period of 14 days after termination of this Agreement;
- 10.2.4. all of the legal rights, obligations and liabilities that you and we have benefited from, been subject to (or which have accrued over time whilst the Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and in particular the provisions of clauses 7.3, 9 and 10 - 13 shall survive termination of this Agreement; and
- 10.2.5. we reserve the exclusive right and prerogative to retain, maintain, archive, protect, use or store any personal data or such information, without regards as to time or duration, as is strictly necessary to comply with our legal obligations, resolve disputes and enforce agreements.

11. DISCLAIMER AND LIMITATION OF LIABILITY

- 11.1. Nothing in these Terms, including this clause 11 shall exclude or limit any warranty or liability to the extent that the same may not be lawfully excluded or limited by applicable law, including liability for fraud or for death or personal injury caused by its negligence.
- 11.2. There are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in these Terms (including implied warranties and conditions of or merchantability, fitness for a particular purpose and non-infringement) and no advice or information, whether oral or written, obtained by you from us or any of our subsidiaries, affiliates, officials, employees or personnel, or through or from your use of Small World Inspections shall create any warranty not expressly stated in these Terms.
- 11.3. Any condition, warranty, representation or other terms concerning Small World Inspections, which might otherwise be implied into or incorporated in these Terms, or whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
- 11.4. While we will use every effort to ensure that Small World Inspections are available to you, you expressly understand that some of the functions of Small World Inspections rely on an internet connection being sustained and the appropriate equipment being maintained. As such, you expressly understand and so agree that your use of Small World Inspections is 'as is' and 'as available'. In particular, we do not represent or warrant to you that:
 - 11.4.1. your use of Small World Inspections (including such use in conjunction with any other hardware or software) will meet your requirements, or that your use of Small World Inspections will be uninterrupted, timely, secure or free from error defects in the operation or functionality of Small World Inspections;
 - 11.4.2. that defects in the operation or functionality of Small World Inspections will be corrected, rectified or remedied;

- 11.4.3. any information obtained by you as a result of your use of Small World Inspections will be accurate or reliable.
- 11.5. Any material downloaded or otherwise obtained from or accessed through your use of Small World Inspections is done so at your own discretion and risk, and you will be solely responsible for any damage, loss or prejudice to your computer system or other device or loss of data that result from the download or access of any such material.
- 11.6. You expressly understand and agree that we and our licensors shall not be liable to you for:
 - 11.6.1. any direct, indirect, special, incidental or consequential loss or damage which may arise in respect of your use of Small World Inspections and/or its non-availability;
 - 11.6.2. loss of profit, business revenue, goodwill and anticipated savings;
 - 11.6.3. any trading or other losses which you may incur as a result of or reliance upon any content on Small World Inspections;
 - 11.6.4. the deletion of, corruption of, or failure to store any content and other data maintained or transmitted by or through your use of Small World Inspections; or
 - 11.6.5. any effect which the use of Small World Inspections may have on any hardware or software you use.
- 11.7. You expressly acknowledge and agree that:
 - 11.7.1. any locations visited by you for the purpose of creating or populating a Risk Assessment and/or Report are visited by you at your own risk. We accept no liability whatsoever for any damages that you may suffer as a result of visiting an unsafe or hazardous location;
 - 11.7.2. any Report and/or Risk Assessment created or populated by you is done at your own risk. We accept no liability or responsibility for any damages caused to any third parties as a result of a Report or Risk Assessment being inaccurate, incomplete or unavailable, and you agree to indemnify us upon demand against any direct or indirect, special incidental or consequential loss or damage which we may suffer as a result of any third party claim against us for any such damage.
- 11.8. Subject to clause 11.1 above, our aggregate liability to you in respect of any loss or damage suffered by you and arising out of or in connection with the use of Small World Inspections by you or any third party shall not exceed the total Fee paid by you to us (if any) in the twelve months preceding the date of your claim.
- 11.9. You agree and acknowledge that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with your use of Small World Inspections; that we cannot adequately insure its potential liability to you; and that, accordingly, the exclusions and limitations contained in this clause 11 are reasonable. You also undertake at all times to mitigate any such damage or loss.

12. GENERAL

- 12.1. You shall not assign, transfer or sub-license any of your rights or obligations under these Terms, other than as expressly provided for in these Terms. We may at any time assign all or any of our rights and transfer all or any of our obligations under these Terms.

- 12.2. Failure or neglect by us to enforce any of the provisions of these Terms at any time shall not be construed or deemed to be a waiver of our rights, nor shall this in any way affect the validity of the whole or any part of these Terms, nor prejudice our rights to take subsequent action.
- 12.3. We shall not be liable to you in the event that we are unable to perform any of our obligations under these Terms owing to circumstances beyond our reasonable control, including acts of god, governmental actions, an outbreak of hostilities (whether war is declared or not), or in the event of a national emergency or terrorist intervention.
- 12.4. If any part of any provisions of these Terms shall be or become invalid, unlawful or unenforceable to any extent, then the remainder of such provisions and all other provisions of these Terms shall continue to be valid and enforceable to the fullest extent permitted by law.
- 12.5. Unless we have agreed any other specific terms in writing and such terms have been signed by both you and us ("**Terms of Business**") these Terms (along with our [privacy policy](#)) represent the entire agreement between you and us in relation to the subject matter of these Terms and neither of you nor us has relied upon any statement or representation made by the other in agreeing to enter this Agreement. In the event of any contradiction between these and Terms and any Terms of Business, the Terms of Business shall take precedence. If there is any ambiguity between these Terms and our privacy policy, these Terms shall take precedence.

13. LAW AND JURISDICTION

- 13.1. These Terms shall be construed in accordance with Northern Irish law and the parties hereby submit to the exclusive jurisdiction of the Northern Irish courts to settle any disputes which may arise in connection with these Terms.