

To: Bristol City Council

Dear Bristol City Council

Please:

1. Refuse landlord consent to Cotham Academy for the erection of a perimeter fence at Stoke Lodge and ensure that Cotham Academy apply through the proper process and planning system
2. Take the legal steps required to stop Cotham Academy installing a fence under 'permitted development' if it attempts to erect a fence
3. Support the community and Cotham in finding alternatives to fencing that will ensure that no further public money is wasted in the pursuit of a misguided policy to 'fence at all costs'.

Your personal information will be kept private and held securely. By submitting information you are agreeing to 38 Degrees keeping you informed about campaigns. You can read the 38 Degrees Privacy Policy here: <https://home.38degrees.org.uk/privacy-policy/>

Name	Email	Postcode	Phone	Join Campaigns by You and 38 Degrees	Your personal information will be kept private and held securely. By submitting information you are agreeing to the use of data and cookies in accordance with our privacy policy.
John Smith	john@smith.com	SW1A 2AA	0412374839	X	X
					X

Name	Email	Postcode	Phone	Join Campaigns by You and 38 Degrees	Your personal information will be kept private and held securely. By submitting information you are agreeing to the use of data and cookies in accordance with our privacy policy.
					X
					X
					X
					X
					X
					X
					X
					X
					X

Important - don't forget to enter your new signatures on your petition page. You can do this at <http://you.38degrees.org.uk/petitions/sense-not-fence-let-s-find-alternatives-to-fencing-at-stoke-lodge/manage/offline>

TERMS OF SERVICE

38 Degrees is independent of all political parties, and upholds values of freedom, democracy, peace, human rights, community, equality, fairness and sustainability. We reserve the right to remove any campaigns or comments that do not share these principles.

These Terms of Service outline the terms and conditions upon which you can use our website to create campaigns, sign campaigns and connect with other 38 Degrees members who live near you.

1. ACCEPTING OUR TERMS OF SERVICE

By signing up to join or become an organiser, creating a campaign on our website, joining a 38 Degrees Group (as a member or an organiser) or ticking the box next to the words "I agree to the Terms of Service" on our website, you signify that you accept these Terms of Service and agree to be bound by them.

2. CREATING A CAMPAIGN

2.1 We reserve the right to remove any petition which we judge to promote illegal acts, hatred, violence, discrimination or stereotypes based on race, gender, ethnicity, sexuality, disability, nationality or religion

2.1.1 Campaigns may not explicitly promote political parties.

You are welcome to set up a petition if you are a politician or part of a local political party. However we reserve the right to edit or remove a petition if we judge its main purpose is to promote or oppose a political party, or candidate.

Petitions should be set up by individuals and not under a party name, and should focus on policy alone.

Campaigns should be relevant to everyone, whether or not they are members or supporters of a particular political party, which means 38 Degrees is not the place to settle political party in-fighting.

Please inform the 38 Degrees team if you are an elected official or candidate so that we can mark your petition appropriately.

2.1.2 We reserve the right to edit or remove petitions targeting individuals when we believe they:

Infringe upon their human rights or employment rights

For example by calling for an employee in a non-elected job to be sacked

Infringe on their right to a fair trial

Are quite simply nasty

2.2 If you would like to create a campaign using our website, you must set up an account with us. When setting up your account, you must provide information about yourself that is true, current and complete.

2.3 You are solely responsible for maintaining the confidentiality and security of your account. You are also solely responsible for all activities conducted through your account.

2.4 You must notify us immediately of any unauthorised use of your account. We will not be liable for any loss or damage arising in connection with any unauthorised use of your account.

2.5 When you provide us with your email address and, at your option, your mobile phone number at any time, including when you join a Group, you consent to receiving messages (including by email, SMS and/or MMS):

- (a) from the individuals and organisations who have signed your campaign;
- (b) from us in relation to your campaign

2.6 You can unsubscribe from messages sent by us and/or our related bodies corporate and trusted partners at any time by clicking on the “unsubscribe” link at the bottom of our emails.

2.7 As the creator of a campaign, you will have access to the names and other personal information of the individuals signing your campaign, either for him/herself or on behalf of an organisation (“Campaigners’ Details”).

2.8 You may use the Campaigners’ Details for the sole purpose of sharing information directly relating to your campaign (such as sending updates on the number of signatures reached). You can not send more than 3 messages per week to any individual or organisation.

i. You may not use Campaigners’ Details for the purpose of promoting yourself as a political candidate, politician, or for promoting any political party.

2.9 You must immediately stop sending messages (including by email, SMS and MMS) to anyone who asks to be unsubscribed from your communications.

2.10 You acknowledge that we have no control over the messages sent to you by the individuals or organisations who sign your campaign.

2.11 You release and forever discharge us from any liability, action, claim, injury, loss or damage you suffer or incur relating to, or in connection with, any campaign you create on our website, any messages you receive from other users of our website, and any event you attend that has been organised on our website.

2.12 This website aims to influence UK decision makers. We do not accept petitions that are aimed at foreign governments, institutions or individuals. If you start a petition that seeks to influence a foreign government, institutions or individual, we reserve the right to amend such petitions, in order to make a UK decision maker the central focus of that petition. In such circumstances, we will identify UK decision makers that may be able to influence relevant foreign governments, institutions or individuals.

This website only accepts signatures from people with a UK postcode.

2.13 38 Degrees is committed to providing a safe and respectful working environment for all our staff. This means we reserve the right to close your account, your petition, or partnership if you are disrespectful, abusive or threatening to a member of 38 Degrees staff team. This includes, but is not limited to, behaviour such as shouting, nuisance calling, posting on personal social media accounts, making threats, or attempting to bribe, guilt or coerce our staff team into putting your campaign ahead of 38 Degrees members priorities.

3. SIGNING A CAMPAIGN

3.1 If you would like to sign any campaign on our website, you must provide us with information about yourself that is true, current and complete. You do not need to set up an account with us to sign a campaign.

3.2 When you provide us with your email address and, at your option, your mobile phone number, and confirm that you consent to be kept informed about the campaign. You consent to receiving messages ((including by email, SMS and/or MMS):

3.2.1 from the creator of the campaign in relation to the campaign you have signed;

3.2.2 from us in relation to other campaigns created on our website.

3.3 You can unsubscribe from messages sent by us and/or our related bodies corporate and trusted partners at any time by clicking on the “unsubscribe” link at the bottom of our emails.

3.4 You acknowledge that:

3.4.1 when you sign a campaign on our website, your name, post code and (if you have supplied it) your mobile phone number will be made available to the creator of the campaign;

3.4.2 the creator of the campaign may export the campaign, together with any information you have posted on our website in connection with the campaign (which could include your name, post code, phone number and comments), and provide the campaign to the individual or organisation being petitioned and/or otherwise publish, broadcast, communicate and display publicly your involvement in the campaign.

3.5 You release and forever discharge us from any liability, action, claim, injury, loss or damage you suffer or incur relating to, or in connection with your involvement in any campaign you sign on our website (including any messages you receive from the creator of a campaign), any messages you receive from other users of our website, and any event you attend that has been organised on our website.

4. YOUR CONTENT

4.1 You warrant that all text, images and other content you post on our website, including on any Group site (Your Content) is your original work and/or to the extent that Your Content includes any text, images or other content owned by a third party, you warrant that you are licensed to use and reproduce such content on our website.

4.2 You understand and agree that we may, in our sole discretion and without notice, edit and/or remove any campaign you have created on our website or any

of Your Content which we believe violates these Terms of Service or which is or may be offensive, illegal, defamatory, or infringe the rights, or threaten the safety, of others.

4.3 By submitting and posting Your Content on our website, you give 38 Degrees and our related bodies corporate a perpetual, irrevocable, worldwide, royalty-free and non-exclusive licence to use, modify, reproduce, publish, broadcast, communicate, display and distribute Your Content in any format, using any medium, for the purpose of promoting your campaign.

4.4 We reserve the right to remove any user contribution or event for any reason. This is a decision we will strive to make fairly, but ultimately is a decision that is solely up to us to take.

5. USING OUR WEBSITE

5.1 Our website is available for your personal and non-commercial use only.

5.2 38 Degrees does not endorse or authorise any campaigns or member generated content on our website.

5.3 You must use our website in accordance with these Terms of Service only for lawful purposes and in a way which does not infringe the rights of anyone or restrict or inhibit anyone's use of our website.

5.4 You must not harvest or collect email addresses, mobile phone numbers or other personal information about other users of our website for the purpose of sending unsolicited commercial messages or for any other purpose.

5.5 We update and carry out maintenance on our website regularly, so we may have to suspend access, service or functionality on our website from time to time, without notice. We will not be liable if, for any reason, our website is not available at any time or for any period of time.

5.7 We own, or are the licensee of, the intellectual property rights in the content of our website, including text, photos, images and trademarks.

5.8 By using this website you confirm that you are over 16 years of age.

We do not knowingly process data of any person under the age of 16. If we come to discover, or have reason to believe, that you are 15 and under and we are holding your personal information, we will delete that information within a reasonable period and withhold our services accordingly.

6. LINKS TO THIRD PARTY SITES AND RESOURCES

6.1 Our website may contain links to third party sites and resources. We have no control over those sites, and will not be liable for any loss or damage you suffer or incur when you use a third party site or resource.

6.2 We do not allow links to third party petition sites in either our petitions or in emails that you send out to your petition signers. It confuses people and is often counterproductive. We reserve the right to remove or edit petitions and delete or edit emails that link to third party petitions in breach of this term.

7. CLOSING YOUR ACCOUNT

7.1 We may suspend or cancel your account, including any Group account, if you fail to comply with your obligations under these Terms of Service.

7.3 If your account is suspended or closed for any reason, you will not have access to the account (including Your Content). We recommend that you make regular back-ups of Your Content.

7.4 The 38 Degrees staff team will determine, in its discretion, whether there has been a breach of these Terms of Service through your use of the site. When a breach has occurred, we may take such action as we deem appropriate including but not limited to:

7.4.1 immediate, temporary or permanent withdrawal of your right to use the 38 Degrees site;

7.4.2 your immediate, temporary or permanent expulsion from any 38 Degrees Group of which you are a member;

7.4.3 immediate, temporary or permanent removal of any posting or material uploaded by you to the site; or

7.4.4 legal proceedings against you for reimbursement of all costs on an indemnity basis resulting from the breach.

8. LIABILITY

8.1 You use the 38 Degrees website at your sole risk.

8.2 We provide our website on an "as is" basis. We do not represent or warrant that the operation of our website will be secure, confidential, uninterrupted, error-free, accurate, complete or current.

8.3 The material and information made available on the Group site is provided without any guarantees, conditions or warranties as to its accuracy.

8.4 Except where we are unable to exclude our liability by law, we will not be liable to you for any loss or damage, however it arises, whether in contract, statute of tort (including negligence), arising out of, or in connection with, your use of (including inability to use) our website.

8.5 We exclude liability for any loss of profit, loss or corruption of data, special, exemplary, punitive, incidental, indirect or consequential loss or damages suffered or incurred or arising in connection with our website, or in connection with any act or omission by us (negligent or otherwise).

8.6 We are not liable to you for misuse of your information by other 38 Degrees members or third parties who gain access to the site.

8.7 We are not responsible to you for any liability, actions, claim, injury, loss or damage you suffer or incur relating to or in connection with your membership of any 38 Degrees Group or your participation in any activities organised or instigated by your 38 Degrees Group and/or any of its members.

9. INDEMNITY

You indemnify us against all liability, action, claim, loss or damage arising out of, or in connection with, Your Content, your use of (or inability to use) our website, any breach of our Terms of Service, and your conduct with respect to our website and other users of our website.

10. USE OF OUR SITE FROM OUTSIDE OF THE UK

Whilst we welcome all visitors to this site, we cannot guarantee that the website is appropriate or available for use in any territory. Those who visit the website from outside the UK are responsible for complying with all applicable laws.

11. GROUP RULES

11.1 JOINING A GROUP

11.1.1 By joining a Group you can communicate with other 38 Degrees members who are members of that group, share ideas and take part in campaigns with other 38 Degrees members in your area.

11.1.2 By signing up to join a Group or become an organiser you signify that you accept these Group Rules as part of the wider Terms of Service.

11.2 SUMMARY OF GROUP RULES

Although you must read the Group Rules in full, please pay particular attention to the following points:

11.2.1 38 Degrees is not responsible for how your Group operates or for any activities organised by your Group or any member of it. Although all 38 Degrees members are encouraged to form Groups and share ideas with each other, the Groups operate independently of the 38 Degrees staff team. 38 Degrees does not endorse or authorise any campaigns on the Group Site or any activities run by your Group.

11.2.2 In providing your email address and/or mobile number when you become a member or organiser of your Group, you are consenting to receiving emails, phone calls and/or texts from 38 Degrees, and being contacted by the other members and organiser of your Group about any campaigns created on our website [or other issues of interest to your Group].

11.2.3 You must comply with these Group Rules and the wider Terms of Service when you post content to the Group site – please help keep this site a safe place for everyone.

11.2.4 Please message the 38 Degrees staff team about any inappropriate behaviour or inappropriate content on this site immediately, via <https://home.38degrees.org.uk/about/contact-us/>

11.2.5 If you breach these Group Rules or the wider Terms of Service we may remove you and/or your content from the Group site immediately.

11.2.6 We will use the personal information you provide to us in accordance with our Privacy Policy <https://home.38degrees.org.uk/privacy-policy/>

11.3 WHO CAN BECOME A MEMBER OF A GROUP?

Membership of our Groups is open to anyone who shares the values of 38 Degrees. Members of 38 Degrees are united by a set of shared values; to defend fairness, protect rights, promote peace, preserve the planet and deepen democracy.

11.5 ACTIVITIES OF 38 DEGREES GROUPS

The activities of Groups shall be to further the mission of 38 Degrees through taking lawful action on the issues that we all care about, which may include organising meetings or events for 38 Degrees members.

11.6 WHO CAN BE AN ORGANISER?

11.6.1 All organisers are also members and must comply with the wider Terms of Service.

11.6.2 There will be at least one organiser for each Group who will be appointed by the 38 Degrees staff team in accordance with any procedure prescribed by the staff team from time to time.

11.6.3 Organisers agree to carry out the role of an organiser (set out in section 11.7 below).

11.6.4 38 Degrees reserves the right to temporarily or permanently suspend a member's role as organiser if it determines that an organiser has not acted in accordance with the Terms of Service. While this is a decision the staff team will strive to make fairly, it is solely their decision to make.

11.7 ROLE OF AN ORGANISER

Organisers may:

11.7.1 Contact all members of their Group in connection with activities and campaigns that the Group is involved in;

11.7.2 Add new members to their Group;

11.7.3 Create events for their Group;

11.7.4 Send messages to the 38 Degrees staff team and members of the Group; and

11.7.5 [Monitor the Group Site and remove any posts in accordance with these Rules, the 38 Degrees Comment Policy and any requests from the 38 Degrees staff team.]

11.8. ACCESSING YOUR GROUP SITE

11.8.1 We may restrict access to some or all of a Group Site or our website without notice and for any reason and at any time. We will only do this where necessary.

11.8.2 When you become a member you will be asked to enter a username and password.

11.8.3 Please treat your username and password as confidential and do not disclose them to any other person or organisation.

11.8.4 Please notify us immediately if you suspect that your password has become known to any unauthorised user.

11.8.5 We have the right to disable any username or password if, in our opinion, you have breached these Group Rules.

11.9 USING THE GROUP SITE

11.9.1 By joining a Group, you consent to receiving messages from other members of your Group (including organisers of the Group) in relation to the administration of the Group or matters of interest to Group members.

11.9.2 You may contact other Group members by posting in the groups site for the sole purpose of sharing information and communicating about matters of relevance to the Group.

11.9.3 You grant other members of your Group a non-exclusive licence to view any contributions you post or upload to the Group Site, subject to these Group Rules and the wider Terms of Service.

11.9.4 We reserve the right to remove and/or to authorise Group organisers to remove any user contribution or event for any reason. This is a decision we will strive to make fairly, but ultimately is a decision that is solely up to the 38 Degrees staff team or where relevant, Group organisers.

11.9.5 You must not use the Group site:

11.9.5.1 in any way that violates any applicable national or international law or regulation;

11.9.5.2 promote a political party or candidate or attempt to influence voting behaviour.

11.9.5.3 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of "spam" or "junk mail" to other members of your Group or anyone else;

11.9.5.4 to knowingly transmit any data, send or upload any material that contains viruses or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

11.9.5.5 to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Group Rules;

11.9.5.6 in any way which is likely to, or does, damage the reputation of 38 Degrees;

11.9.5.7 to reproduce, duplicate, copy or re-sell any part of the site in contravention of Group Rules;

11.9.5.8 to access without authority, interfere with, alter, damage or disrupt any part of the site, or any equipment or network on which the site is stored;

11.9.5.9 for the purpose of exploiting, harming or attempting to exploit children in any way;

11.9.5.10 to impersonate or attempt to impersonate 38 Degrees or a 38 Degrees employee or another member of your Group;

11.9.5.11 for any commercial purpose.

11.9.6 You agree to treat as confidential all information made available on the site by other members of your Group that is not available to the public elsewhere, and not to disclose such information to any others without the prior written consent of the member in question.

11.10 RULES ON YOUR CONTRIBUTIONS TO THE GROUP SITE

11.10.1 There will be interactive services on the site that allow you to post comments or to message other members of your Group directly. This will enable you to contribute materials and make other contributions to the site and to Group.

11.10.2 Any contribution you make must:

11.10.2.1 be accurate; and

11.10.2.2 be genuinely held (where they state opinions).

11.10.3 Contributions must not:

11.10.3.1 contain any material which is defamatory, obscene, offensive, vulgar, hateful or inflammatory;

11.10.3.2 promote a political party or candidate or attempt to influence voting behaviour.

11.10.3.3 infringe any right including (but not limited to) copyright, database right or trade mark of any other person;

11.10.3.4 be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

11.10.3.5 be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

11.10.3.6 give the impression that they emanate from 38 Degrees, if this is not the case; or

11.10.3.7 breach these Terms of Service.

11.11 NOTIFICATION OF BREACHES/MODERATION

We do not moderate the content of the Group Site except where concerns are raised. We accept no responsibility for any content members post on the site, but reserve the right to remove or edit content at any time.

12. GENERAL TERMS

12.1 We reserve the right to change any or all of these terms and conditions, and/or add new terms and conditions at any time. When we do so, we will make a new copy of these Terms of Service available on our website. You are expected to check this page frequently to take note of any changes we make. Your continued use of our website will be deemed to constitute your acceptance of such changes.

12.2 You must not publish or use for commercial purposes any part of the materials on the 38 Degrees website or from a Group Site without obtaining written consent from us.

12.3 If you are aware of any breach of these the Terms of Service or other misuse of the 38 Degrees website site, please notify the staff team by writing to emailtheteam@38degrees.org.uk.

12.4 These Terms of Service set out the entire agreement between you and us relating to your use of our website and supersedes all prior discussions and communications.

12.5 There is no relationship of employment, partnership, agency or fiduciaries between you and us.

12.6 These Terms of Service shall be governed and construed in accordance with the laws of England and Wales and any disputes relating to these Terms of Use shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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