

## **Terms and conditions for Friends of Kenwood website**

Thank you for visiting this website. Please read our terms and conditions carefully before using our website.

If you are under 18 please get a parent or guardian to read through these Terms and to discuss them with you.

If you don't accept these Terms (note in particular Terms 8 and 9), please don't use or order from our website. If you use our website and/or place any orders you will be bound by these Terms whether or not you have registered, and they will form a contract between you and us. Our data protection statement forms part of these Terms and should also be read.

### **1. Who we are**

This is a website of the Friends of Kenwood (FOK), registered charity 273258. References in these Terms to 'we' or 'us' are to FOK. For more information see our home page.

### **2. Changes**

2.1. We may change these Terms at any time, in which case the amended Terms will be posted on our website and will apply from the date we post them, with the exception that any order that we have already accepted from you before the new Terms are posted will continue to be subject to the Terms in force when your order was accepted. Please check these Terms on each occasion you use our website. If you continue to use our website you will be bound by the latest Terms.

2.2. The format and content of our website changes constantly. You should refresh your browser each time you visit our site to ensure that you access the most up to date version.

### **3. Using our website**

You agree to only use our website in a manner that complies with all applicable laws and regulations and is consistent with these Terms and does not infringe the rights of anyone else, nor restrict or inhibit their use and enjoyment of our site (including, amongst other things, by hacking). We reserve the right in our sole discretion to deny any user access to our website without prior notice.

### **4. Registration**

You do not need to register your details to access our website.

### **5. Privacy**

We use, store and process information about you in accordance with our data protection statement. By using our website, you consent to our use, storage and processing of your information in accordance with that policy.

### **6. Website content including user-generated content**

6.1. If you have a complaint about any content on our website, please let us know.

Please provide:

6.1.1. Your name, company or organisation name if relevant, and contact details;

6.1.2. Details of the exact content complained of and details of why you are complaining about that content; and

6.1.3. Confirmation from you that that the information that you have provided is accurate, complete and not misleading.

Please note that no action can be taken without this information.

6.2. You must not post or transmit to our website or social media any material:-

6.2.1. That is knowingly false or misleading, defamatory, illegal, abusive, vulgar, hateful, harassing, liable to incite racial hatred, blasphemous, discriminatory, pornographic, sexually oriented, threatening or invasive of a person's privacy;

6.2.2. Which you do not own or for which you have not obtained all necessary licences and/or approvals;

6.2.3. Which is technically harmful (including, amongst other things, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);

6.2.4. Which attempts to impersonate any person or entity, or falsely stating or otherwise misrepresenting your affiliation with anyone or entity;

6.3. If you post or transmit to our website any material of the type prohibited under Term 6.2 above (or which otherwise results in a claim or action against us) and we incur any costs, expenses, liability or losses as a result then you agree to indemnify us for all such costs, expenses, liability and losses.

6.4. If you post or transmit any material to our website:-

6.4.1. You grant us a non-exclusive, perpetual, royalty free, worldwide licence to use, highlight, comment, modify or reproduce your contributions in whole or part, in whatever form, on our website, social media pages and other communications and publications;

6.4.2. By submitting a contribution, you waive your moral rights including the right to be identified as the author of the content;

6.4.3. You grant us the right to use the name that you submit in connection with that material; and

6.4.4. We shall be entitled to reveal your identity (or any information which we have about you) to any third party who claims that any of that material violates any of their rights or to any government or regulatory authority that is entitled or requires us to do so.

6.5. We may remove or edit any material or posting you make on our website or social media at any time.

7. Intellectual property rights (IPRs)

7.1. You acknowledge that all copyright, trade marks and other intellectual property rights on our website and all photographs, footage, designs, images, text, software, data and other material on our site or generated by our site are owned by us or our licensors. You are permitted to use our website and this material only as expressly authorised by us.

7.2. You are permitted to print and download extracts from our website for your personal non-commercial use and for private study or teaching purposes, provided in each case that:-

7.2.1. Copyright and source indications are also printed and copied;

7.2.2. No modifications are made to the materials and they are not used as part of any other publication;

7.2.3. Any document is printed and copied entirely and is not used in a derogatory or misleading context; and

7.2.4. The material is not used in a manner which may damage our reputation or otherwise be harmful to us or impair our ability to achieve our charitable objects.

7.3. No other use of material on our website may be made without first obtaining our written permission. In particular, you must not do the following unless you have first obtained our written permission:-

7.3.1. Incorporate any material from our website in any other work or publication, whether in hard copy or electronic form; or

7.3.2. Make any commercial use or publication of any material on our website (other than as necessary for the purpose of viewing our site in the course of business).

7.4. If you wish to use any material on our website other than in accordance with Term 7.2 above, please email your request to [info@friendsofkenwood.org.uk](mailto:info@friendsofkenwood.org.uk) with the subject line Permissions Request.

7.5. The photographic, text and other graphic images within any products or publications supplied to you are copyright works and none of them may be copied, reproduced, licensed or otherwise exploited.

7.6. The FOK name and logo are trademarks of FOK. Other logos and trademarks on our website are the property of the relevant holders.

7.7. Any rights not expressly granted in these Terms are reserved.

## 8. Disclaimers

8.1. The information provided on our website is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. While we endeavour to ensure that the information on our website is correct, we do not warrant the accuracy and completeness of that information. The material on our website may be out of date, and we make no commitment to update such material.

8.2. We take every reasonable care to ensure that any payment made by you in connection with our website is conducted via a secure link. However, the security of information and payments transmitted via the internet cannot be guaranteed and as we are not responsible for the operation of the secure link we will not, unless we are negligent, be liable for any loss you may suffer if a third party obtains unauthorised access to any information you provide.

8.3. We do not warrant that the functions contained on our website will be uninterrupted or error-free, that defects will be corrected, or that our site or the server that makes them available are free of viruses or bugs or represent full functionality, accuracy or reliability of the materials. We will not be liable for any loss, disruption or damage to your data or your computer system or any other damages (including amongst other losses, loss of profit or loss of use) arising out of your use or delay or inability to use our website, its content or any link to another website arising in contract, tort (including negligence) or otherwise except in the case of death or personal injury caused by our negligence.

## 9. Liability

9.1. We do not limit in any way our liability by law for fraud or death or personal injury caused by our negligence or breach of statutory duty or any other liability which cannot be excluded or limited under applicable law.

## 10. Links

10.1. Our website may contain links to third party websites. Such links are provided for your convenience only. We do not necessarily control such websites and are not responsible for their content. The mere inclusion of such links does not imply any endorsement of the material on those websites or any association with their operators. If you decide to access any of the third party websites linked to from our website, you do so entirely at your own risk. We cannot guarantee that these links will work all the time and we have no control over the availability of the linked pages.

10.2. If you wish to link from your website to our website you may do so only on the basis that you link to, but do not replicate, the homepage or other web pages, and subject to the following conditions:-

10.2.1. The link must simply consist of either the website address or any linking logo which we have given you permission to use;

10.2.2. You do not remove, distort or otherwise alter the size or appearance of any logos on the site;

10.2.3. You do not in any way imply that we are endorsing any products or services;

10.2.4. You do not misrepresent your relationship with us nor present any other false information about us;

10.2.5. You do not otherwise use any FOK trademarks displayed on our site without our express written permission;

10.2.6. You do not link from a website that is not owned by you; and

10.2.7. Your website does not contain content that is distasteful, pornographic, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

10.3. At any time and at our complete discretion we reserve the right to withdraw the permission to make website links to our site.

## 11. International laws

If any provisions of these Terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any country which apply to these Terms, then so far as these Terms apply within that country in which those provisions are illegal, invalid or unenforceable, those provisions shall be severed and deleted from these Terms and the remaining provisions of these Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

## 12. Breaching of these Terms

If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Terms.

## 13. Events beyond our control

We will not be liable to you for any delay in delivering any services or order or breach of our obligations, if the delay or breach is due to acts of God, civil commotion, riots, malicious damage, floods, drought, fire, epidemic, legislation, failure of internet service provider (ISP) or telecommunications provider or other cause beyond our reasonable control. This does not affect your statutory rights.

#### 14. Law, courts and language

These Terms, use of our site and the supply of products and services by us are governed by and to be interpreted in accordance with English law. In the event of any dispute arising in relation to these Terms, use of our site or in relation to the supply of any products or services by us the English courts will have sole jurisdiction over the dispute. These Terms and our website are provided in the English language only.

If you have any questions relating to these Terms, please email us direct at [info@friendsofkenwood.org.uk](mailto:info@friendsofkenwood.org.uk)

*These Terms were last updated: 17 April 2018*

#### **Data Protection Statement**

As part of our service to our members, we will hold details on a database for the purposes of Membership administration. This includes sending out a Membership pack, renewal notices and regular updates by post and by email. We may contact members from time to time about other ways to support the Friends of Kenwood and our projects, such as fund-raising. We may also contact members using this information if, for example, an event has been cancelled or changed. We use MailChimp to send email updates to a large group. We submit Gift Aid claims to HMRC on an annual basis.

All the information members of the Friends of Kenwood provide will be kept in accordance with their right to personal privacy, and we will NOT share information with any third party.

*This Data Protection Statement was drawn up following recommendations from the Information Commissioner's Office website and last updated: 17 April 2018*