

# Crudwell Village Hall and Recreation Ground

## Web Site Policy

### 1.0 Definitions

In this Agreement the following words and expressions shall have the following meanings:

- "downtime" means any service interruption in the availability to visitors of the Website
- "intellectual property rights" means patents, trademarks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country
- "Crudwell Village Hall and Recreation Ground" and/or "CVHRG" means the Trustees of Crudwell Village Hall and Recreation Ground, Tetbury Lane, Crudwell, Wiltshire, SN16 9HB
- "ISP" stands for internet service provider
- "spam" means sending unsolicited and/or bulk emails
- "virus" means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "Trojan horses"
- "visitor" means a third party who has accessed the Website
- Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders
- The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

### 2.0 Introduction

The use of this website is subject to the following Terms and Conditions. By accessing this website you agree to be bound by the Terms and Conditions set out below.

- These terms-of-use are a legal agreement between us and describe the terms and conditions applicable to your use of the CVHRG website and the services it offers. By accessing this page you have been notified of and agree with and accept all of the terms and conditions contained in this agreement and our Privacy Policy.
- This agreement includes those terms and conditions expressly set out below and those incorporated by reference. It is strongly recommended that you also access and read any other information contained on other pages or websites referred to in this notice, as they may contain further terms and conditions that apply to you. Please also refer to the CVHRG Privacy Policy

- You indicate acceptance of these terms and conditions of service by using this website. Terms and conditions will not be varied for individual users
- We may amend these Terms and Conditions at any time by posting an amended agreement on our website. Any amended Terms and Conditions will govern new user registrations from the date that it is posted and existing users will be bound by the amended agreement after the expiry of 14 days following the date of posting
- Nothing in these Terms and Conditions shall create or be construed to imply any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and us. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of each section
- If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in full force and effect. You cannot assign this agreement but we may assign it at our sole discretion
- Our failure to act with respect to a breach by you or others shall not be considered a waiver of our right to act with respect to subsequent or similar breaches. Any person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy generally available to such a third party in law or otherwise.

### **3.0 Complaints Procedure**

We aim to satisfy the requirements of all of our users as efficiently as we can, but we do realise that at times things may go wrong. When they do we will put them right as soon as possible. If you have a complaint or a suggestion, please contact us.

### **4.0 Trademarks, Copyrights and Restrictions**

This website and all materials on it, including, but not limited to images, are the sole property of the Trustees of CVHRG, and are protected from unauthorised copying and dissemination by copyrights law and trademark law. You may not reproduce, republish, upload, post, transmit, or distribute in any way whatsoever any materials from [www.cvhr.org.uk](http://www.cvhr.org.uk) without the prior written permission of the Trustees. Various Trademarks in this web-site and some purchased Stock Images may be covered by other copyrights and they are all hereby acknowledged. Microsoft® is a registered trademark of Microsoft Corporation in the United States and other countries. Windows® is a registered trademark of Microsoft Corporation in the United States and other countries. Android™ is a trademark of Google, Inc. in the U.S. and other countries. Mac® is a trademark of Apple Inc. registered in the U.S. and other countries. iOS® is a registered trademark of Cisco in the US and is used by Apple under license.

### **5.0 Acceptable Use**

You acknowledge that you are responsible for all communications you send via or to this website and agree your use of this website for proper and lawful purposes only. You may not submit, publish or display any content that breaches any law, statute or regulation. In particular you agree not to:

- Damage, delay, interrupt or impair the use of this website or its software
- Cause any illegal, offensive or defamatory material to be placed on or associated with this website

- Be in breach of any copyright, trademark, privacy, confidence, or any other third party right
- Cause any inconvenience to the employees, servants, agents, software and other suppliers of CVHRG or any other third party (including, without limitation, creating or procuring software viruses, chain letters, unsolicited communications and 'spam').
- Use the website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Website
- Send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities
- Publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights (for the avoidance of doubt this includes licensed software distributed as Warez), on the Website
- Threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others
- Engage in illegal or unlawful activities via the Website
- Make available or upload files to the website that you know contain a virus, worm, Trojan or corrupt data
- Obtain or attempt to obtain access, through whatever means, to areas of CVHRG's network or the Website which are identified as restricted or confidential.

If you fail to comply with this Acceptable Use Policy, CVHRG shall be entitled to block your use of the Website and any associated Services without notice.

## 6.0 Privacy Policy

The Trustees of CVHRG comply with the principles of the Data Protection Act 1998 when dealing with all data received from visitors to the site.

We only hold personal data for as long as necessary. Once data is no longer needed it is deleted from our files.

For administrative reasons email addresses may be passed to and stored securely with third party service providers. However, we never sell, rent or exchange mailing lists.

In accordance with the Privacy and Electronic Communications (EC Directive) Regulations 2003, we never send bulk unsolicited emails, (spam) to email addresses.

We may send emails to existing or prospective users who have made an enquiry with us, regarding products or services directly provided by us. All emails sent by us will be clearly marked as originating from us.

To protect your privacy we will not distribute your details to third parties, unless required to do so by law.

## 7.0 Cookies

We use cookies to ensure that we give you the best experience on our website.

Our cookies do not contain or pass any personal, confidential or financial information or any other information that could be used to identify individual visitors.

The tracking cookies that we use are for Google Analytics. These allow us to count page visits and traffic sources, so we can measure and improve the performance of our site. These are anonymous and hold no private data about you. They cannot be used to share information about you with third parties.

### **What exactly is a Cookie?**

Cookie is a technical term for a tiny text file left on your computer by websites you visit. Each cookie is accessible only by the website that created it, and it is used to store useful information on how you use that particular site.

If you know where to look, you'll find hundreds, perhaps even thousands of cookies stored on your computer's hard disk. Each one is unique, and relates to a specific website. A cookie cannot contain viruses or malware and cannot install any programs on your computer.

Cookies are useful. When you do an online shop on an e-commerce site and it greets you by name, it's because the site detected the cookie stored on your computer from your last visit. Equally, when you click a "Like" button and your Facebook account automatically opens up showing your profile, Facebook cookies on your computer have allowed this to happen.

### **Why we tell you about our cookies**

It's the law. The Privacy and Electronic Communications Regulations state that site users should be fully informed about the information being stored in cookies on websites they visit.

### **What should you do?**

If this is acceptable to you, then please continue to use the website without changing your settings and we will assume that you are happy to receive all cookies from us. However, if you would like to, you can change your cookie settings at any time.

To find out more about cookies, including how to see previous cookies have been set on your machine, and how to manage or delete them, please visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

## **8.0 Indemnity**

In the event that you breach any of these Terms and Conditions, you will indemnify and keep indemnified the Trustees of CVHRG, their employees, servants, agents, professional advisors, suppliers and affiliates from time-to-time against all damages, losses, claims, costs, charges, awards, orders, judgements and other liabilities due to or arising out of your breach of this agreement or your violation of any law or rights of a third party.

The Trustees of CVHRG specifically disclaim any and all liability for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever which you may suffer as a result of using the website. This shall apply even where such a loss was reasonably foreseeable or CVHRG had been made aware of the possibility that you might incur such a loss.

Nothing in these terms and conditions shall exclude or limit CVHRG's liability for death or personal injury resulting from CVHRG's negligence or that of its employees, agents or sub-contractors.

## **9.0 Termination and Suspension**

We may immediately issue a warning and deny your access to all or part of the website or refuse to provide our services to you without notice if:

- You are in breach of any part of this agreement
- We cannot, for any reason, verify or authenticate any information you provide to us
- We believe that your actions may cause legal liability for us, you, or any other user.

## **10.0 General**

These Terms and Conditions set forth the entire understanding and agreement between us.

## **11.0 Governing Law**

These Terms and Conditions are governed by and construed in accordance with English law and you agree that the English courts will have exclusive jurisdiction for any dispute under this agreement.

The laws of your country may be different from English law and there may be additional legal requirements for you to use our website or services. You must comply with all applicable local and international laws, statutes, ordinances and regulations regarding your use of our website and services. We cannot monitor the laws of every country and it is your responsibility to ensure that your use of our website and services is legal.

If you have any questions relating to our Terms and Conditions, please contact us at [admin@cvhrg.org.uk](mailto:admin@cvhrg.org.uk)

## **12.0 Service Levels and Data Backup**

CVHRG shall use its reasonable endeavours to make the website available to users 100% of the time but, because the website is provided by means of computer and telecommunications systems, CVHRG makes no warranties or representations that the Service will be uninterrupted or error-free and CVHRG shall not, in any event, be liable for interruptions of Service or downtime of the website.