

User Agreement

Implementation: 27/03/2020

Last Review: 27/03/2020

Next Review:

1. Introduction

Please read these terms and conditions, made up of the general terms of use (the “General Terms of Use”), the privacy policy (the “Privacy Policy”), the sales and payment terms (the “Sales and Payment Terms”), and, as applicable, the membership terms and conditions (the “Membership Terms and Conditions”) and those additional terms and conditions and policies referenced herein and/or available by hyperlink (collectively the “Terms”) carefully before accessing or using Poole Communities Trust website (the “Site”). By accessing or using any part of the Site and/or purchasing Products or Services from us you agree to be bound by the Terms. The Terms apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of Site Content.

In the event of any conflict between the Terms, and unless otherwise stated, the order of precedence of the Terms will be:

General Terms of Use and Privacy Policy first;

Sales and Payment Terms second; and

The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

The General Terms of Use set out your rights and obligations in relation to access to and/or use of the Site. The Sales and Payment Terms set out your rights and obligations in relation to any purchase of Products or Services that you make through the Site.

The Site is operated by Poole Communities Trust. Throughout the Site, the terms “we”, “us” and “our” refer to Poole Communities Trust and the terms “you” and “your” refer to you the user.

You should print and keep a copy of these Terms for your records as at the date of joining or renewing.

2. Definitions

“Products” means Poole Communities Trust products or memberships, sold through the online store on the site.

“Services” means services provided by us through the Site.

“User” means visitors to the Site, including viewers of website content.

3. General Terms of Use

Poole Communities Trust, registered charity no: 1165309 located at Branksome Community Centre, Recreation Road, Poole, Dorset, BH12 2EA.

By using the Site you agree to be bound by these terms, which shall take effect immediately on your first use. If you do not agree to be bound by all of the following terms please do not further access or use the Site.

Poole Communities Trust may change these Terms at any time and without notice. The date of the most recent update will be displayed on this page.

4. Accuracy, Completeness and Timeliness of Information

Poole Communities Trust is committed to providing the highest standard and quality of information and every attempt has been made to present up-to-date, accurate and relevant information. No specified update or refresh date applied on the Site or on any related website, should be taken to indicate that all information on the Site or on any related website has been modified or updated.

However, the information on the Site should not be relied upon for any specific purpose and Poole Communities Trust gives no warranty or representation as to the accuracy completeness or relevance of the information on the Site and accepts no liability for any loss damage or inconvenience caused as a result of reliance on such information or any access to or use of the Site including without limitation any loss of profit or indirect incidental or consequential loss. To the extent permitted by law, all warranties of any kind either express or implied are hereby expressly excluded, including but not limited to any warranties as to ownership or quality of material, or fitness for a particular purpose.

Information on the Site may be changed or updated without notice. Any queries relating to the information including queries as to its currency and accuracy should be made to the Communications Team at Poole Communities Trust (hello@poolecommunitiestrust.org.uk). We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders for Products or Services if any information on the Site or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

Although Poole Communities Trust takes all reasonable measures to ensure that the information provided to it from third parties is accurate and not defamatory or offensive it cannot be responsible for content provided by third parties or linked pages.

5. Changes to Sales and Payment Terms

You can review the most current version of the Terms at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to the Site. It is your responsibility to check the Site periodically for changes. Your continued use of or access to the Site or any Services following the posting of any changes to these Terms constitutes acceptance of those changes. Any new features or tools which are added to the Site shall also be subject to the Terms.

6. Security and Virus Protection

Although care is taken to check and test material at all stages of production, Poole Communities Trust cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using the Site or material derived from it. You assume full responsibility for the protection of your computer system including computer hardware, software and stored data on your computer system and hardware, software and stored data of third parties who may access, or be otherwise connected to, your computer system.

Security advice note: we recommend that when conducting an online operation you do not use a public or shared computer or a device such as a laptop or mobile phone while you are using 4 public wireless networks. Make sure that nobody can see your confidential details whilst you are typing, logout and close your browser when you have finished. The computer you use to attach to our system should be secure, and include the latest operating system, software and anti-virus updates.

7. User Comments, Feedback and Other Submissions

You agree and warrant that your Comments will not violate any right of any third-party, including copyright, trade mark, privacy, personality or other personal or proprietary right. You further agree and warrant that your Comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Site or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or thirdparties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party.

8. Prohibited Uses

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international or national rules, laws, or regulations; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Site or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Site or any related website, other websites, or the Internet. We reserve the right to terminate (without liabilities) your use of the Site or any related website for violating any of the prohibited uses.

We may, but have no obligation to, monitor, edit or remove Site Content that we determine in our sole discretion to be unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or the Terms.

9. Linked websites

Poole Communities Trust makes no representations as to the security, quality or propriety of any website which may be accessed through the Site and accepts no liability for the content of any such website or for any loss or damage caused (or alleged to have been caused) by the use of or reliance on information contained in such websites or goods or services purchased therefrom. Poole Communities Trust, to the extent permissible by law, excludes all liability which may arise from your use or reliance on the information or contents contained in any linked site.

10. Disclaimer of Warranties; Limitation Of Liability

We do not guarantee, represent or warrant that your use of our Site will be uninterrupted, timely, secure or error-free.

You agree that from time to time we may remove or suspend the availability of the Site for indefinite periods of time or cancel or suspend any part(s) of the Site or any Services at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Site or any Service is at your sole risk. The Site and all Products and Services delivered to you through the Site are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without

any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement other than that implied by law. To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to Products or Services purchased through the Site. This does not affect your statutory rights as a consumer, nor does it affect your cancellation rights.

To the maximum extent permitted by applicable law, Poole Communities Trust, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, volunteers, service providers or licensors exclude all liability for any injury, loss, claim, or any direct, indirect, incidental, or consequential damages of any kind, including, without limitation or any lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Site, your reliance on the Site Content or any Products or Services purchased through the Site, or for any other claim related in any way to your use of the Site or any Product or Service, including, but not limited to, any errors or omissions in any Site Content, or any loss or damage of any kind incurred as a result of the use of the Site or any Site Content (or Product or Service) posted, transmitted, or otherwise made available via the Site, even if advised of their possibility. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

To the extent Poole Communities Trust is, notwithstanding the foregoing, liable for any loss, such loss is limited to a maximum annual amount in aggregate of:

- a. in the case that your claim is in relation to any Product that you have purchased, the value that you paid for such Product;
- b. in the case that your claim is in relation to any Services that you have purchased, the amount paid or payable by you for such Service in that year; or

This section does not in any way limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any implied terms or other matters for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11. Indemnification

You agree to indemnify, defend and hold harmless Poole Communities Trust, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, volunteers and employees, harmless from any claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees), arising out of any non-compliance by you with these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

12. Users' Personal Information

The use of any personally identifiable information contained in electronic communications to the Site, and on the Site, is governed by the Privacy Policy.

13. Severability

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these 7 Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

14. Termination

These Terms are effective unless and until terminated by either you or us. You may terminate the Sales and Payment Terms in relation to any Services that you have purchased at any time by notifying us that you no longer wish to use our Services. When you cease using our Site, should these termination terms conflict with applicable terms in the Membership Terms and Conditions, the terms relating to termination in the Membership Terms and Conditions shall apply. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Sales and Payment Terms for all purposes.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination and/or we may deny you access to our Site or any Services (or any part thereof)

15. Entire Agreement

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

The Terms and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us and govern your use of the Site, any Site Content and any Products and/or Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

16. No waiver

No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

Poole Communities Trust is committed to using clear and understandable terminology in all of our documents and correspondence, however if anything within this document is unclear then please contact us.

17. Governing law

These Terms and your use of the Services (including any non-contractual obligation arising out of or in connection with them) shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction in connection with all matters relating to these Terms.