

## Website Terms of Use

### 1. Introduction

The reason for this policy is to define WAY Widowed and Young's terms and conditions for users of its website named; [www.widowedandyoung.org.uk](http://www.widowedandyoung.org.uk). Please read these carefully before using this website.

The terms and conditions set out below govern your use of our website, by using our website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, do not use our website.

### 2. Who we are

This is a website of WAY Widowed and Young, a charity operating throughout the United Kingdom, under registered charity number: 1164988. The registered office is at Advantage House, Stowe Court, Stowe Street, Lichfield. WS13 6AQ. References in these terms to 'we' or 'us' are to WAY Widowed and Young, for more information see the '[About](#)' section on our website.

### 3. Users

The Website is intended for people accessing it from within the United Kingdom. We cannot guarantee the site or the information it contains complies with or is appropriate for use in other countries.

### 4. Intellectual Property Rights

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

### 5. Licence to Use Website

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions below.

You must not:

- a. Republish material from this website (including republication on another website)
- b. Sell, rent or otherwise sub-license material on the website.
- c. Reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose.
- d. Edit or otherwise modify any material on the website.
- e. Redistribute material from this website except for content specifically and expressly made available for redistribution.
- f. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### 6. Limitations of Liability

The information on this public (non-member) website is provided free-of-charge and for general information only, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

Whilst we endeavour to ensure that the information on this website is correct, we do not make any representations, warranties or guarantees, whether express or implied, as to its completeness or accuracy; nor do we commit to ensuring that the website remains available or uninterrupted or that the material on the website is kept up-to-date.

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period

We do not guarantee that our site, or any content on it, will be free from errors or omissions. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions or other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which may apply to our site or any content on it, whether express or implied.

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort (including negligence), contract, or otherwise. Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in connection with our website, whether direct or indirect, and whether arising in tort, contract, or otherwise.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

## **7. Registration**

You may access and use some parts of our website without registering your details with us. In cases where registration is required e. g. to become a member, each registration must be for a single user only. Please ensure that the details you provide us with are correct and complete. Members can update their details within their profile settings on the website at any time.

## **8. Restricted Access**

Access to certain areas of our website is restricted. We reserve the right to restrict access to any areas of our website, or indeed our whole website, at our discretion.

If we provide you with a password to enable you to access restricted areas of our website or other content or services, you must ensure that that your password is kept confidential. You accept responsibility for all activities that occur under your user ID or password.

We may disable your user ID and password at our sole discretion.

## **9. Privacy**

We use, store and process information about you in accordance with our Privacy Policy and Data Protection Policy. By using our website, you consent to our use, storage and processing of your information in accordance with those policies.

## **10. Website Interaction**

- a. You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.
- b. You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- c. You must not use our website for any purposes related to marketing without our express written consent.
- d. You must not use our website to copy, publish or send mass mailings or spam.
- e. You must not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under English and other applicable law. All material you copy, publish or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; further, material must not be misleading, deceptive, sexually explicit, threatening, abusive, harassing or menacing.
- f. We reserve the right to edit or remove any material posted upon our website.
- g. We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you.
- h. In respect of all material that you post on our website, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-licence such rights.

## **11. Viruses**

- a. We do not guarantee that our site will be secure or free from bugs or viruses.
- b. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- c. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **12. Encryption**

Although the Website uses encryption security software in areas where online payment details are accepted, the security of information and payments transmitted via the Internet cannot be guaranteed. WAY Widowed and Young will not be liable for any loss incurred by any User who transmits information by means of e-mail or other Internet links.

### **13. Force majeure**

WAY Widowed and Young will not be in breach of its obligations under these terms and conditions, nor liable to the User for any loss or damage which may be suffered by another party due to any cause beyond its reasonable control. This includes but is not limited to any act of God, strike, trade dispute, act of terrorism, act or omission of government or regulatory bodies.

### **14. Variation**

We may revise these terms and conditions from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

### **15. Entire Agreement**

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

### **16. Law and Jurisdiction**

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **17. Changes to the Terms of use**

WAY Widowed and Young, reserve the right to change this policy at any time. In which case the amended policy will be updated on our website and will apply from the date we post them

Please check the Terms on Use each occasion you use our website. If you continue to use our website, you will be bound by the latest Terms.

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

### **Our Contact Details**

We can be contacted in the following [ways](#):

WAY Widowed and Young  
Advantage House, Stowe Court, Stowe Street, Lichfield. WS13 6AQ  
enquiries@widowedandyoung.org.uk

### **Policy Control**

<b>Version</b>	4	<b>Issue Date</b> MM/YY	11/13	<b>Last Review</b> Date MM/YY	12/22	<b>Next Review</b> Date MM/YY	02/24
<b>Signed (Chair or Trustee)</b>							

**\*\*END OF POLICY\***