

# Website Terms of Use

References to we, us or our means Burntwood and District u3a, charity, due to its current level of income it is not required to be registered with the Charities Commission. You can contact us by email using the webmaster link on the **Contacts** page of this site.

## Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and us the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately. In these terms and conditions, User or Users means any third party that accesses the Website.

## Intellectual Property and Acceptable Use

All Content included on the Website, unless uploaded by Users, is the property of Burntwood and District u3a, or other relevant third parties such as our licensors. You have no intellectual property rights in, or to, the Website other than the right to use it in accordance with these terms. The Website may utilise or include open source software code of third party software and copyrighted material or may be subject to third party or open source licences.

In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks and other intellectual property rights.

You may, for your own personal, non-commercial use only, do the following:

- a. retrieve, display and view the Content on a device
- b. print one copy of the Content

You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of

Burntwood and District u3a and/or obtaining a licence from us or our licensors.

You retain all of your ownership rights in the content you upload to the Website, but by uploading content you are explicitly granting us a perpetual, irrevocable licence to use, store and copy that content and where such use involves using personal information, this shall be in accordance with our privacy policy.

### **Prohibited Use**

You may not use the Website for any of the following purposes:

- a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
- b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order; or
- c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

### **Links to other Website and Embedded content from other Websites**

This Website may contain links to other independent websites which are not provided by us. Unless expressly stated, these sites are not under the control of Burntwood and District u3a and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

Pages on this site may include embedded content from other websites. It behaves in the exact same way as if you visited the other website. These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

We assume no responsibility for the content of third party websites linked to the Website and disclaim liability for any and all forms of loss or damage that may arise from your use of them.

### **Privacy Policy**

We only use any personal data we collect through your use of the Website in accordance with our privacy policy. For further information on how we use your data and your data protection rights, please see our [Privacy Policy](#)

This Website provides information about our u3a's activities to our members and prospective members. We do not place any third party advertising content or social media tracking mechanisms on the Website. If you contact us via this Website, the details that you enter on to the contact form will be available to any of the members involved in running our u3a. That information will only be used to answer your request in so far as it relates to the activities of our u3a. We cannot answer questions that relate to individual members which would result in a breach of GDPR and we will not send any information you submit to us to any party outside of our u3a.

## **Cookies Policy**

We may set cookies on your device. The cookies we use are strictly necessary for the Website to function. We do not use cookies that store any personal or identifying information.

We only provide login facilities on this website to our members. If you visit our login page, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser. When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Remember Me", your login cookies will persist for two weeks. If you log out of your account, the login cookies will be removed. If you edit or publish an article, an additional cookie will be saved. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after 1 day.

## **Availability of the Website and Disclaimers**

Any online services or information that Burntwood and District u3a makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Burntwood and District u3a is under no obligation to update information on the Website. In particular if travelling to an event or meeting you should check with the organiser (using the contact form) that the event or meeting is going ahead as detailed.

Whilst Burntwood and District u3a uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we

give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

You will be asked to sign up and create login details to create an account for the Website, which may include a user identification name and password. You must treat your login details as confidential and you must not disclose them to any other person.

Burntwood and District u3a accepts no liability for any disruption or non-availability of the Website. From time to time we may automatically update the Website and/or any content in the Website to improve performance, enhance functionality, reflect changes to the operating system, address security issues, or for any other reason, and may do so at our discretion.

Burntwood and District u3a reserves the right to alter, suspend or discontinue any part (or the whole) of the Website including, but not limited to, any products and/or services available. We will try to give you reasonable notice of any suspension or withdrawal. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

If you believe that any of the information on the Website is faulty or wish to contact us for any other reason, then you should email the Web Manager using the contact form.

### **Changes to these Terms**

We may need to change these terms from time to time to reflect changes in law or best practice, to deal with additional features which we introduce, or for any other reason, and may do so at any time at our discretion.

### **We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **No rights for third parties**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

### **Which law applies**

The contract is governed by English law and you can bring legal proceedings in respect of it in the English courts. If you live in Scotland you can bring legal proceedings in respect of the contract in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the contract in either the Northern Irish or the English courts. If you live in Wales you can bring legal proceedings in respect of the contract in either the Welsh or the English courts.