

# Website Terms of Use

These terms and conditions (the "Terms") are the terms on which the website / (the "Website") is made available to you ("You"/"Your"). Please read these Terms carefully. By accessing this Website You agree to be legally bound by these Terms.

Any products or services which we make available to You on or via the Website are subject to additional terms and conditions which will be notified to You when You access the relevant parts of this Website.

We are concerned about the safety and well being of all our users, but children in particular. Parents and guardians who allow their children to use the Website should take care to supervise and assist their children. We remind you that the Website is designed to appeal to a wide audience. We remind parents and guardians that it is their responsibility to supervise their children and to determine whether particular areas of the Website are suitable for your child.

## 1. GENERAL INFORMATION

1.1 We are AccessArt a charity registered in England and Wales under registration number 1105049 and our registered address is 6 West Street, Comberton, Cambridge CB23 7DS ("We"/"Us"/"Our")

1.2 If You have any questions, complaints or comments on the Website then You may contact Us on [info@accessart.org.uk](mailto:info@accessart.org.uk).

1.3 We are a company limited by guarantee under registration number 5110197.

1.4 AccessArt provides online workshops to explore sculpture, drawing, sketchbooks, painting, photography, installation art, colour, teenage creativity and other visual arts exploration.

We also offer online distance learning courses for adults and children, online participatory projects, pdfs and organise events and workshops.

## 1.5 PASSWORDS AND SECURITY

### 1.6 Registration

You must complete the registration form by providing us with true, accurate, current and complete registration information about yourself (with your parent or guardian where you are under 18 years of age) in order to register on the Website.

### 1.7 Passwords and Security

You are responsible for maintaining the confidentiality of Your password and username and are responsible for all activities that are carried out under them. We do not have the means to check the identities of people using the Website and will not be responsible for losses suffered by You where Your password or username is used by someone else unless this is due to Our negligence. You agree to notify Us immediately by email to **info@accessart.org.uk** if You become aware of or suspect any unauthorised use of Your password or username.

## 2. RIGHTS GRANTED AND RIGHTS RESERVED

2.1 Your use of the Website and its contents grants no rights to You in relation to Our intellectual property rights including, without limitation, trade marks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties in the Website and its contents.

2.2 You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, webpages or materials on the Website or the computer codes of elements comprising the Website other than for Your own personal use. Subject to the above, You may download

insubstantial excerpts of this content to Your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

2.3 Any use other than that permitted under this clause 3 may only be undertaken with Our prior express authorisation.

2.4 By submitting information, text, photos, graphics or other content to Us via the Website, You grant Us a right to use such materials at Our own discretion including, without limitation, to edit, copy, reproduce, disclose, post and remove such materials from the Website.

### 3. LINKS TO AND FROM OTHER WEBSITES

3.1.1 You may establish links to the Website provided:

- You do not remove or obscure, advertisements, the copyright notice or other notices on the Website;
- You give Us notice of such link by sending an e-mail message to Us at **info@accessart.org.uk**; and
- You stop providing links to the Website immediately if We require You to.

3.1.2 We may provide links to other websites from time to time (via advertising or otherwise). You acknowledge that:

- these links are provided for Your ease of reference and convenience only;
- We do not control such third party websites and are not responsible for their contents;
- Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators;
- We will not be party to any transaction or contract with a third party that You may enter into via such sites;
- We shall not be liable to You in respect of any loss or damage which You may suffer by using those websites; and
- You agree that You will not involve Us in any dispute

between You and the third party.

#### 4. USER CONDUCT

4.1 You agree that in using the Website You will not:

4.1.1 use the Website in any way that may lead to the encouragement, procurement or carrying out of any criminal activity;

4.1.2 use the Website for any purpose other than Your personal use;

4.1.3 use the Website in any way that interrupts, damages, impairs or renders the Website less efficient;

4.1.4 email, transmit or otherwise disseminate any content which is defamatory, obscene, in breach of copyright, vulgar or indecent or may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise;

4.1.5 advertise or promote third party or Your own products or services including by way of the distribution of 'spam' email;

4.1.6 transfer files that contain viruses, trojans or other harmful programs; or

4.1.7 access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the Website security measures.

4.2 We reserve the right to suspend, restrict or terminate Your access to the Website at any time without notice at Our discretion if we have reasonable grounds to believe You have breached any of the restrictions above. This shall not limit Our right to take any other action against You that We consider appropriate.

## 5. YOUR PROMISES TO US

### 5.1 You confirm that:

5.1.1 all information and details provided by You to Us (including on registration) are true, accurate and up to date in all respects and at all times;

5.1.2 You will comply with the restrictions on Your use of the Website as set out in these Terms; and

5.1.3 in relation to any material submitted to or posted on the Website You have the right to do so and have obtained all necessary licences and or approvals.

5.2 You acknowledge that We have limited control over the nature and content of information and programs transmitted or received by You or other users of the Website. You agree to compensate Us from any claim or damages (including any legal fees in relation to such claim or damages) made by a third party in respect of any matter in relation to or arising from Your use of the Website including any breach or suspected breach of these Terms or Your violation of any law or the rights of a third party.

## 6. OUR LEGAL OBLIGATIONS AND LIMITS ON LIABILITY

6.1 Nothing in these Terms shall exclude or limit Our liability for fraudulent misrepresentation or for death or personal injury resulting from Our negligence or the negligence by Us, Our employees or agents.

6.2 We do not accept any liability for damage to Your computer system or loss of data that results from Your use of the Website and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features.

6.3 Whilst We use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been

brought to Our attention, We do not warrant that the information on the Website itself will be free from errors or omissions.

6.4 We do not warrant that the Website will be available uninterrupted and in a fully operating condition.

6.5 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond Our control.

6.6 All content and services on the Website are provided on an 'as is' and 'as available' basis. We do not make any representation or give any warranty (whether express or implied) in respect of the Website or its content, including, without limitation, any advice given (on a personal or general basis) and statements made by advertisers on or via the Website. Any decisions or action taken by You on the basis of information provided on or via the Website are at Your sole discretion and risk and You should obtain individual professional advice where necessary. Nothing in this clause 7 shall restrict Your statutory rights (including Your rights to receive a reasonable standard of service).

6.7 We are not responsible for:

- losses not caused by Our breach;
- indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by You and Us at the time of entering into this Agreement, for example loss of profits or loss of opportunity;
- content posted by other users; or
- failure to provide the Service or to meet any of Our obligations under this Agreement where such failure is due to Events Beyond Our Control.

"Events Beyond Our Control" means any cause beyond Our reasonable control which prevents Us from providing the Service or fulfilling any of Our other obligations under this

Agreement and includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

6.8 You agree that subject to clause 7.1, we shall not be liable for any loss or damage arising out of or in connection with these Terms. This limitation applies to any claims arising from Us breaching these Terms, doing things wrong (such as breaching any duty that we may owe you) or being negligent.

## 7. PERSONAL DATA AND PRIVACY

7.1 Please see **Our Privacy Policy** which contains important information about how We use Your personal data and other information regarding Your privacy.

7.2 We will co-operate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of or locate anyone breaching clause 5.1 or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders. There may be other circumstances in which We may be required by law to disclose information about You or Your use of the Website.

## 8. CHANGES TO THESE TERMS AND CONDITIONS

We are constantly looking for new ways to improve the Website. We therefore reserve the right to amend these Terms from time to time in order to reflect changes to the Website. All such changes will take effect once they have been posted on the Website and You will be deemed to have accepted any such changes by Your use of the Website from such time.

## 9. WHAT HAPPENS IF PART OF THESE TARMIS IS INEFFECTIVE

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

## 10. WAIVER

If You breach these Terms and We take no action against You, We will still be entitled to use Our rights and remedies in any other situation where You breach these Terms.

## 11. GOVERNING LAW AND JURISDICTION

We will do Our best to resolve any disputes over these Terms. If You wish to take court proceedings against Us You must do so within the United Kingdom. If You live in England or Wales the laws of England and Wales shall apply, if You live in Scotland, Scottish laws shall apply and if You live in Northern Ireland, Northern Ireland laws shall apply.