

Little Chalfont Nature Park Website Terms and Conditions

We hope you enjoy using our website and find it useful. Please note that use of our website is subject to the following Terms and Conditions.¹

1. Introduction

By using our website, you accept these terms and conditions.

- If you submit any material to our website via the Blog, Forum or any other service, we will ask you to expressly agree to these terms and conditions.
- By using our website you consent to our use of cookies in accordance with the terms of our Cookie Policy.
- We reserve the rights to change these terms and conditions at any time by posting changes online. Your continued use of this site after changes are posted constitutes your acceptance of this agreement as modified.

We do not guarantee:

- the completeness or accuracy of the information published on our website;
- that the material on the website is up to date; or
- that the website or any service on the website will remain available.

To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

We take no responsibility for the content of external Internet sites. Other websites that we link to are owned and operated by third parties and we have no control over them. The fact that we include links to other websites does not mean that we approve of or endorse any other third party website or the content of that website. We accept no liability for any statements, information, products or services that are published on or are accessible through any websites owned or operated by third parties.

¹This document is in part created using a template from <u>SEQ Legal (http://www.seqlegal.com)</u> and information from the Oxfam GB website (<u>https://www.oxfam.org.uk/</u>). Sources acknowledged with thanks.



2. Licence to use the website

You may:

- view pages from our website in a web browser;
- download pages from our website for caching in a web browser;
- print pages from our website;
- stream audio and video files from our website; and
- use our website services by means of a web browser,

subject to the other provisions of these terms and conditions.

Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

Unless you own or control the relevant rights in the material, or have been given permission to do so, you must not:

- republish material from our website (including republication on another website);
- sell, rent or sub-license material from our website;
- show any material from our website in public;
- exploit material from our website for a commercial purpose; or
- redistribute material from our website.

Any material copied for personal use must acknowledge copyright and source and no modifications are to be made to the material.

We reserve the right to restrict access to our website at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

3. Acceptable use

You must not:

- use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;



- conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- use data collected from our website for any direct marketing activity (including email marketing, SMS marketing, telemarketing and direct mailing).

You must not use data collected from our website to contact individuals, companies or other persons or entities.

You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

4. Participation in blogs, fora and other submissions.

We welcome your participation in any interactive feature on our site, including your posting comments to our blogs, submitting questions or adding your opinion to one of our fora. We want to hear your views in response to our debates and blogs and we will listen to your comments.

We reserve the right to remove the access of any individual who has abused our web services, breached these Terms and Conditions and/or persistently submitted inappropriate material.

Be aware that in exceptional circumstances we could be legally obliged to reveal your registration information and/or IP address to the authorities.

In order to participate in any interactive feature on this site, we ask that you observe these Terms and Conditions, including the following rules.

Rules

- Please be considerate of other participants' access to and enjoyment of the post. Post in English only please and avoid using slang or shorthand. Not everyone speaks English as a first language and we do not have the resource to make translations;
- Please do not use profanities or other words (including shorthand or substitutions) that might offend others;
- Do not post any material that is defamatory, obscene, indecent, lewd, pornographic, violent, abusive, insulting, threatening, harassing, discriminatory, blasphemous or otherwise unlawful or illegal. A defamatory comment is one that is capable of damaging the reputation of a person or organisation;
- Do not incite people to commit any crime, including incitement of racial hatred;
- Do not post personal attacks on other participants;
- Do not impersonate other participants or public figures;
- Do not create multiple user identities for the purpose of abusing the services of this site or the experience of other users;



- Do not post any personal information. It is not acceptable to publicise your or anyone else's contact details. This is for your own safety and that of everyone who uses this service;
- Please do not submit questions or comments of a personal nature to our blogs or fora. We will consider these off topic and will not include them;
- No spamming or flooding;
- All posts should relate directly to the discussion topic;
- We reserve the right to terminate lengthy and involved discussions between a handful of people if we feel that this is having a negative impact on fellow participants' experience on the site;
- We reserve the right to post a representative comment or question if we have received a number of a similar nature;
- We reserve the right to edit comments for length;
- Occasionally, when discussions have become irrelevant to the post in question, we will close comments on that post, and we may delete comments already posted if they are unrelated to the topic, to reduce the size of the page for other users;
- Do not post advertising or marketing or any kind;
- Please do not respond to posts in order to make a general complaint or ask a general question about the Nature Park; instead use our <u>contact us</u> page;

5. Posting and submitting content.

This covers all works and materials (including text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website or transmission via our website.

- Do not submit anything that may infringe another's rights, including intellectual property rights;
- Do not post content you have copied from someone else. On submitting content or comment, you warrant to us that your submission is your own original work and you acknowledge that any breach of this warranty may cause us damage or loss and you agree to indemnify us in full and permanently against any third party liabilities, claims, costs, loss or damage we incur as a result of including material you submit to us, including consequential losses;
- You can use limited quotes from published sources as long as these are referenced clearly;
- You grant us a non-exclusive, perpetual, royalty-free, worldwide licence to republish any material you submit to us in any format, including without limitation print and electronic format.
- You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral



rights in your content have been waived to the maximum extent permitted by applicable law.

- You may edit your content to the extent permitted using the editing functionality made available on our website.
- Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete or edit any or all of your content.

6. Use of your personal data

Personal Data is information you supply to us, such as name, telephone number and email address.

- We will only use this information to validate your access to the discussions and for other service administration purposes.
- We will hold your personal data on our systems for as long as this service is provided, or until you request that we remove your details.
- We will not share your data with anyone for marketing purposes, and you will not receive offers from other companies or organisations as a result of giving your details to us.

Donations

- Donations for the Nature Park project are directed to and held by the Little Chalfont Charitable Trust (LCCT).
- The responsibility for maintaining personal data rests with the LCCT which has its own Privacy Policy.
- A Privacy Statement and its Privacy Policy are set out on the reverse of the Donation Form. They can also be accessed <u>here.</u>

You can change your election at any time by emailing the Charitable trust at parkappeal@littlechalfont.org.uk

7. Law and jurisdiction

- These terms and conditions shall be governed by and construed in accordance with English law.
- Any disputes relating to a contract under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

8. Our details

This website is owned by Little Chalfont Community Association and hosted by <u>www.weebly.com</u>.



Little Chalfont Charitable Trust is a company limited by Guarantee, Registered No: 7591978. We are registered as a charity in England and Wales under registration number 1141148 and our registered office is at:

Little Chalfont Charitable Trust 23 Linfields Little Chalfont Buckinghamshire HP7 9QH

You can contact us by writing to:

Little Chalfont Charitable Trust Sweetbriar Village Way Little Chalfont Buckinghamshire HP7 9PX

You can also contact us via our website contact form or by email to <u>naturepark@littlechalfont.org.uk</u>.