



Terms & Conditions 2018

1. Introduction

1.1 The following terms and conditions, and the On-line Privacy Policy (together the "Terms"), govern your use of this website at [www.southwarkpca.org.uk] (the "Website").

1.2 Using or accessing the Website constitutes your acceptance of these Terms, including English law as the governing law and the courts of England as the exclusive forum for all disputes relating to the Website. You may not use or access the Website if you do not accept these Terms, and your use of the Website will be construed as acceptance of these Terms. These Terms are to be read together with any other terms, conditions and disclaimers provided in the pages of the Website. In the event of any conflict, the terms, conditions and disclaimers provided in the pages of the Website shall prevail over these Terms.

1.3 People Care Association (PCA) reserves the right to add to or change these Terms at any time without notice by updating this posting and it is your responsibility to review the Terms regularly. Your continued use of the Website after changes are posted constitutes your acceptance of these Terms as modified.

1.4 If you are outside the United Kingdom, you must ensure that you may lawfully access the Website under any applicable laws before accessing the Website further. Southwark People Care Association does not guarantee that the Website or the information thereon complies with any laws outside of the United Kingdom. Southwark People Care Association shall have no liability in respect of your failure to do this.

1.5 You are wholly responsible for use of the Website by any person using your computer and you must ensure that any such person complies with these Terms.

1.6 As a condition of your use of the Website, you will not use the Website for any purpose that is unlawful or prohibited by these Terms.

2. Copyright

2.1 Southwark People Care Association or its licensors own the copyright, database right and any other rights in all material on the Website (including but not limited to text, photographs, graphics and software).

2.2 Subject to these Terms, you may download, view, store and print any part of the Website intended for public viewing for your own personal use. You may not use the Website or any material contained herein for any other purpose, commercial or otherwise. You may not, in any form or by any means including, but not limited to, by electronic, mechanical, microcopying, photocopying or recording, copy, adapt, modify, edit, republish, sell, license, distribute, transmit, publicly display, publicly perform, publish or process the Website or the contents thereof without Southwark People Care Association (and/or its licensor's) prior written consent. If you download, store or print any of the contents of the Website (for your own personal use), you must ensure that each notice which appears on any webpage or document is included in the copy or printout.

2.3 Without prejudice to the generality of clause 2.2 you must not reproduce or store any part of the Website in any other website or include it in any public or private electronic retrieval system or service without the prior permission of Southwark People Care Association in writing (and of any licensor if applicable).

2.4 No documents or related graphics on the Website are to be modified in any way. Graphics (including logos) are not to be used separately from the accompanying text.

2.5 Any rights not expressly granted in these Terms are reserved.

3. Trade Marks

3.1 The trademarks, logos and service marks ("Marks") displayed on the Website are the registered or unregistered intellectual property of Southwark People Care Association and/or of other third parties.

3.2 No unauthorised use (including but not limited to unauthorised copying or adaptation) of any Mark, or of any trade or service mark that is confusingly similar to any Mark, may be made without the prior written permission of Southwark People Care Association or the third party proprietor of such Mark. Any unauthorised use of a Mark, or use of a trade or service mark that is identical or confusingly similar to any Mark, may constitute an infringement of the legal rights of the Mark's proprietor.

3.3 Nothing contained in these Terms or on the Southwark People Care Association Website may be construed as conferring any licence or right under the Marks. You are prohibited from implying that you are connected or associated with the Marks.

4. Website content and exclusions of liability

4.1 Southwark People Care Association accepts no duty to place information on the Website, nor to update or correct any information which may be published on the Website. Equally, Southwark People Care Association may in its absolute discretion edit, amend or remove any information, material or content on the Website at any time without notice.

4.2 Whilst Southwark People Care Association seeks to provide accurate information on the Website, Southwark People Care Association neither makes nor gives any representations or warranties, express or implied, about the Website or any material, information or hypertext links on the Website, including as to, but not limited to, accuracy, completeness, legality, suitability for purpose, functionality, reliability, availability, legibility, speed of download or access, or timeliness.

4.3 Part of the Website may contain material submitted to Southwark People Care Association by third parties. Southwark People Care Association cannot be held responsible for any error, omission or inaccuracy in such material and reserves the right at its absolute discretion to omit, suspend or change any material submitted without giving notice.

4.4 Southwark People Care Association shall not be liable for any damages, including, without limitation, direct, indirect or consequential losses, or any other damages or loss of profits whatsoever, arising directly or indirectly in contract, tort or otherwise, from the use of or inability to use the Website (or any hypertext links to or from the Website), or any information contained (or not contained) in the Website (or any other website to which hypertext links to or from the Website may exist).

5. Internet use

5.1 Southwark People Care Association does not warrant or offer any assurance that the Website is compatible with your computer equipment or the network through which you access the Website, that the Website is free of errors, or that the use of the Website will not lead to viruses, "Trojan horses", "worms", or similar destructive software accessing your computer equipment. Southwark People Care Association shall not be liable for any damage which you may suffer as a result of such errors or viruses. You are responsible for ensuring that your computer equipment has appropriate security and virus protection features, for your own protection and to protect Southwark People Care Association information technology systems and the Website.

5.2 Southwark People Care Association does not warrant that use of this Website will be uninterrupted. It may become unavailable in part or in whole at any time, for any period, and without prior notice. Southwark People Care Association may in its absolute discretion modify or discontinue all or any part of, or facility provided by, the Website.

5.3 Given the inherent insecurity of the Internet, the security, authenticity and confidentiality of any information on the Website cannot be guaranteed.

6. Communications

6.1 You shall ensure the accuracy, truth, lawfulness and decency of the content of your emails or any other material which you send to Southwark People Care Association or post or attempt to post on the Website. You shall ensure that any such e-mail or material is free from any indecent, obscene, offensive, defamatory or

fraudulent statement. You agree to indemnify Southwark People Care Association for any losses, costs, expenses or liabilities which Southwark People Care Association may incur as a result of your breach of this clause.

6.2 Southwark People Care Association may filter, edit, refuse to post or delete any e-mail or material sent to Southwark People Care Association or which is posted or is attempted to be posted on or through the Website without notice and in its absolute discretion. Southwark People Care Association does not accept any liability for any material posted on the site by a third party.

6.2 There is no guarantee that an email to Southwark People Care Association or information submitted via the Website will be received by Southwark People Care Association. You may prefer to contact Southwark People Care Association by alternative means.

7. Links to other websites

7.1 The inclusion of a link in the Website to any other website does not imply any endorsement of any products, services, information or material offered or accessible on, or of any person connected with, any such other website. The content of such linked websites is beyond the control of Southwark People Care Association. The links are provided for information only with no warranty, express or implied, as to any aspect of those websites. You proceed entirely at your own risk in accessing or using any such other website, and Southwark People Care Association shall not be responsible or liable for any damages or in any other way in connection with the linking.

7.2 No framing of the Website or of any page of or Material on the Website is permitted.

8. Privacy

Southwark People Care Association respects your privacy. Please read our Online Privacy Policy, which forms part of these Terms.

9. General

9.1 The invalidity or unenforceability in any jurisdiction of any of these Terms shall not affect the validity or enforceability of any other of these Terms. If any term is invalid or unenforceable, it shall be deemed to be amended to the minimum extent required to render such term valid or enforceable, such amendment to be determined by Southwark People Care Association.

9.2 Nothing in these Terms restricts or excludes any liability which Southwark People Care Association may have in respect of personal injury, death, its own fraud, or any liability which cannot be lawfully excluded under English law.

9.3 Southwark People Care Association may transfer its rights and obligations in respect of any matter relating to the Website to a third party. You may not transfer any rights and obligations which you may have under these Terms.