



**Website Terms of Use  
The Guildford Society**

**A Charitable incorporated Organisation  
Registered Charity Number 1174395**

**Registered Office:  
24 Bury Fields, Guildford, Surrey GU2 4AZ**

Date of Issue: October 2020.

Amendments:

## 1. Introduction

- 1.1. The Guildford Society (GS) is a Charitable incorporated Organisation registered with The Charity Commission for England and Wales under registration number 1174395. Our registered office is at 24 Bury Fields, Guildford, Surrey GU2 4AZ.
- 1.2. The website <https://www.guildfordsociety.org.uk/> is a site operated by The Guildford Society ( GS ). The Terms of Use on which you may make use of our GS website (**'our site'**) now follow. Please read them carefully before you start to make use of our site as they affect your legal rights
- 1.3. These Terms apply to you as the User of this Website (*including any sub-domains unless expressly excluded by their own Terms of Use*) and The Guildford Society ( GS ) as the owner and operator of this Website.
- 1.4. **Our site** is intended to refer to all our forms of electronic communications be it through our website, blogs, social media activity such as Facebook, Twitter, You Tube; email, Mailchimp, Newsletters, SMS Text, video conferencing, webinars, etc. etc.
- 1.5. By using **our site**, you are accepting these Terms of Use and agree to abide by them. Your agreement is deemed to occur upon the first use of our website. Please, immediately stop your use of this Website if you do not agree to these terms.
- 1.6. Within these Terms; User or User refers to any third party that accesses **our site** on a temporary basis to make use of the content and who are themselves not authorised for further access by GS for the purposes of the Society 's essential website editing, updating, administration and / or provision of programming or technical support or other services, including such use by our appointed external consultants
- 1.7. When you visit our site we gather and process information about you and your visits in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you are accurate. (Please see Privacy Policy)
- 1.8. If you have any concerns about material which appears on our site, please inform us via our contact form you can contact The Guildford Society by email to: [secretary@guildfordsociety.org.uk](mailto:secretary@guildfordsociety.org.uk)

## 2. Website Intellectual Property

- 2.1. All Content included on the Website (unless uploaded by Users) remains the property of The Guildford Society, our affiliates or other relevant third parties. Content shall mean any text, graphics, images, audio, video, software, data compilations, page layout, underlying operating codes and software or other forms of information that appears on or forms part of this Website, including any such content uploaded by Users and which are capable of being stored in a computer or other form of digital device.
- 2.2. Your continued use of the Website is your acknowledgement that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Unless specifically granted by written permission of the owners (GS), nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site

## 3. Acceptable use

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

- 3.1. Retrieve, display, and view the Content on a computer screen or other digital device
- 3.2. Download and store the Content in electronic form on a disc or other memory device (but not on any server or other storage device connected to a network)
- 3.3. Print one copy of the Content and may download extracts of any pages for your personal reference and / or you may draw the attention of others within your organisation to material posted on our site/s.
- 3.4. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of The Guildford Society.

#### 4. **Prohibited Use**

You agree not to use the Website for any of the following purposes:

- 4.1. Misuse our site by knowingly introducing material which is malicious or technologically harmful nor take any action which causes or may cause, harmful operation or damage to the Website by any form of attack, disruption or denial of service or introduction of viruses, malware or other malignant programmes
- 4.2. Interfere with the use of the Website by other persons or interfere with the use of our server/s
- 4.3. Do anything that could cause harm or offence, harassment, injury, be considered threatening, obscene, abusive, defamatory, illegal, unlawful, or is considered objectionable or in breach of current law or regulations etc.
- 4.4. In the event of any breach of these terms, GS as the owner and operator of the Website reserve the right to take such action as we may deem necessary including the reporting of any such breaches to the appropriate authorities.

#### 5. **Links to other sites**

- 5.1. Our site may contain links to and from websites of other organisations and content delivered from other servers. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not have control of those sites, nor accept any responsibility for their website content nor liability for their privacy policies. b. Please check these policies before you submit any personal data to these websites.
- 5.2. The inclusion of a link to another site on this Website does not imply any endorsement by GS of the sites themselves or of those in control of them.
- 5.3. We disclaim liability for any and all forms of damage arising out of their use.

#### 6. **Linking to our site:**

- 6.1. You may link to our home page only but only in such a way that does not suggest any form of association, approval or endorsement on our part where none exists
- 6.2. You may not establish a link with any website that is not owned by you
- 6.3. Any link must not damage the reputation or name of The Guildford Society and must be fair and legal
- 6.4. We can at any time and without notice request that such links be removed
- 6.5. If you wish to make use of material on our site other than as set out, please address your request via our [contact form](#)

#### 7. **Privacy Policy / Cookie Policy**

Users of the Website are referred to our Privacy and Data Protection Policies and by our Cookies Policy, which are incorporated into these Terms of Use by this reference. These can be viewed elsewhere on this website.

#### 8. **Disclaimers**

##### 8.1. **Reliance on information posted**

Commentary and /or other materials posted **on our site** are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to *our site*, or by anyone who may be informed of any of its contents.

##### 8.2. **Our site changes regularly**

Any of the material on **our site** may be out of date at any given time, and we are under no obligation to update such material. We may alter or change the content at any time. If the need arises, we may suspend access to all or to parts of **our site**, or close it indefinitely including, but not limited to, any products and/or services available. These Terms of Use shall continue to apply to any modified version of the Website unless it is expressly stated otherwise

##### 8.3. **Online Facilities**

Any online facilities, tools, services or information that The Guildford Society makes available through **our site** 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.

The Guildford Society is under no obligation to update information on the Website.

The Guildford Society uses reasonable endeavours to ensure that **our site** is secure and free of

errors viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers. The Guildford Society accepts no liability for any disruption or non-availability of the Website. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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 material posted on it, or on any website linked to it.

#### 9. **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

#### 10. **Limitation of Liability**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, GS , its officers and members expressly exclude:

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

We will not be liable to you in respect of any losses arising out of events beyond our reasonable control . To the maximum extent permitted by law. The Guildford Society accepts no liability for any of the following:

- loss of income, profits, revenue or anticipated savings
- loss of business, contracts or commercial opportunities
- loss or corruption of any data, database or software
- any special, indirect or consequential loss or damage.
- loss of goodwill;
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect, exclude or limit our liability for death or personal injury arising from our nor your negligence, nor our liability for fraud or fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

#### 11. **General**

You may not transfer any of your rights under these Terms of Use to any other person. We may transfer our rights under these Terms of Use where we reasonably believe your rights will not be affected.

These Terms of Use may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the Terms of Use regularly to ensure familiarity with the then current version.

These Terms of Use together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the Terms of Use.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms of Use and no third party will have any right to enforce or rely on any provision of these Terms of Use. If any court or competent authority finds that any provision of these Terms of Use (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms of Use will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

## **12. Jurisdiction and Applicable Law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to **our site** although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.