
Bethersden Parish Council Official Website Terms of Use (Bethersden.org.uk)

These Terms of Use apply to the entire contents of the website produced by the Parish Council ("the Council") and to any correspondence between us and you. Please read these terms carefully before accessing the Website. The use of this Website indicates that you accept these terms and acceptance takes effect from the date of first access to the Website.

If you do not accept these terms, do not use this Website.

1. Introduction

1.1 The Website and all information and materials available on the Website have been prepared for access and use by persons in the United Kingdom. We do not represent or warrant that the information or materials contained on the Website complies with the regulatory regime of any other country.

1.2 If you are accessing the Website from outside of the United Kingdom, you do so at your own risk and you are solely responsible for compliance with local laws.

1.3 The Council reserves the right to modify, add or change these Terms of Use, the Privacy Policy or any other policies at any time and without notice. Any modifications, additions or changes will be effective from the time that they are posted on the Website. Your continued use of the Website will signify your acceptance of the modification, addition or changes

2. Use of the Website

2.1 You are permitted to view, print and download extracts from this Website for your own personal, non-commercial use on the following basis:

2.1.1 documents or related graphics are not modified in anyway;

2.1.2 no graphics are used separately from accompanying text; material must be reproduced accurately and not used in a misleading context;

2.1.3 the copyright and all other intellectual property notices of the Council or any third party notices (where applicable) must appear on all copies.

2.2 For the avoidance of doubt, this permission is subject to the material being reproduced accurately and not used in a misleading context and does not extend to any material on the Website that is identified as being copyright of a third person.

2.3 You shall not copy, sell, lease, rent, licence, sublicense, grant any rights in, transfer, distribute, time-share or otherwise any part of this Website to any third party.

2.4 Where content or material on the Website is intended for purposes other than that permitted above, prior written consent must be obtained from the Council.

2.5 Where the Website contains third party material, you must obtain authorisation from the relevant third party before reproducing, storing or otherwise copying any of the material.

2.6 In the event that you breach any of these Terms of Use, your permission to use the Website will automatically terminate and any downloaded or printed materials must be destroyed.

3. Intellectual Property Rights

3.1 Unless otherwise stated, the copyright and other intellectual property rights in all materials on the Website (including without limitation, photographs and graphical images) are owned by the Council or its licensors.

4. Access to the Website

4.1 The Council wishes to ensure that the Website is available 24 hours a day, 7 days a week. However the Council will not be liable if for any reason the Website is unavailable at any time for any period.

4.2 In the event of system failure, maintenance or repair or for reasons beyond the control of the Council, access to the Website may be temporarily suspended.

5. Visitor conduct and material

5.1 With the exception of personal data, which is covered under the Privacy Policy, if you transmit or post any information to be included on this Website it will be considered to be non-confidential and non-proprietary. The Council will have no obligations with respect to this information and will be free to copy, disclose, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial and non-commercial purposes.

5.2 The following must not be posted or transmitted to the Website:

5.2.1 material which is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, or which may cause annoyance or inconvenience;

5.2.2 any material for which you have not obtained all necessary licences and/or approvals;

5.2.3 any material which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

5.2.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

5.3 You must not misuse the Website and this includes without limitation, by hacking or other means of gaining illegal or unauthorised access to other computers.

5.4 The Council will co-operate fully with any law enforcement authority or court order requesting or directing the Council to disclose the identity of anyone posting any material in breach of paragraphs 5.2 and 5.3.

5.5 In the event that your use of material contained on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

6. Third Party Access to the Website

6.1 In the event that a third party has accessed the Website without authorisation and altered any of the content of the Website, the Council shall not be liable for any damage or loss resulting from the unauthorised access, alteration or modification to the Website.

7. Links to and from other Websites

7.1 The Website contains links to other websites and these are provided solely for your convenience. The Council has not reviewed all of these websites and does not control and cannot take responsibility for the content and availability of these third party websites. The Council therefore, does not endorse or make any representation regarding the material on these third party websites. If you access any of the third party websites, you will be leaving this Website and you access the third party website entirely at your own risk.

7.2 You may create a link to this Website on the basis that you link to, but do not replicate, the home page of the Website. Your right to link to the Website is subject to the following conditions:

7.2.1 you do not remove, distort or otherwise alter the size or appearance of the Council's and other relevant logos;

7.2.2 you do not create a frame or any other browser or border environment around this Website;

7.2.3 you do not in any way imply that the Council is endorsing any products or services other than its own;

7.2.4 you do not misrepresent your relationship with the Council nor present any other false information about the Council;

7.2.5 you do not link from a website that is not owned by you; and

7.2.6 your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

7.3 If you breach any of the terms in paragraph 7.2 above, the Council expressly reserves the right to take any action it deems necessary.

7.4 You shall fully indemnify the Council for any loss or damage, suffered or incurred by the Council as a result of your breach of paragraph 7.2.

8. Disclaimer

8.1 The Council will endeavour to ensure that the information on the Website is correct. The Council does not warrant the accuracy and completeness of the material on the Website. The Council may make changes to the material on the Website, or to products, services or prices described in it, at any time without notice. The material on the Website may be out of date and the Council makes no commitment to update such material.

8.2 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Council provides you with this Website on the basis that the Council excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.)

9. Liability

9.1 The Council or, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including, without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort, contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the materials on such websites.

9.2 The Council shall not exclude or limit liability for:

9.2.1 death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977);

9.2.2 fraud;

9.2.3 misrepresentation as to a fundamental matter; or

9.2.4 any liability which cannot be excluded or limited under applicable law.

10. Privacy Policy

10.1 All personal data submitted to the Website by visitors will be processed in accordance with the principles of the Data Protection Act 1998 and in line with our Privacy Policy.

10.2 Links to other websites are not covered by our Privacy Policy and it is your responsibility to check the privacy statements when visiting third party websites.

11. Feedback

11.1 The Council welcomes any feedback and suggestions on what you would like us to publish on the site. Please contact the site administrator.

11.2 In the event that you are experiencing any problems with a page on the Website, please contact the site administrator.

12. General

12.1 These Terms of Use can only be varied in writing by the Council.

12.2 You may not assign or transfer any of its rights or obligations under these Terms of Use. The Council reserves the right to assign, sub-licence or transfer any obligations under these Terms of Use to a third party.

12.3 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force and if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the intention of the Council.

12.4 The headings in these Terms of Use are inserted only for convenience and shall not affect its construction.

12.5 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

12.6 These Terms of Use are governed by and construed in accordance with English Law. Any dispute arising in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the English Courts.