

# BURY AND ELTON AMATEUR SWIMMING CLUB TERMS OF WEBSITE USE

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## Please read these terms and conditions carefully before using this site

These terms tell you the rules for using our website <http://buryandelton.co.uk> (our site).

**1. Who we are and how to contact us**

1. <http://buryandelton.co.uk> is a site operated by Bury and Elton Amateur Swimming Club (“we”, “us” and “our”).
2. To contact us, please email [buryandelton@yahoo.com](mailto:buryandelton@yahoo.com).

**2. By using our site you accept these terms**

1. By using our site, you confirm that you accept these terms of use and that you agree to comply with them.
2. If you do not agree to these terms, you must not use our site.

**3. There are other terms that may apply to you**

1. These terms of use are to be read in conjunction with our Privacy Policy which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing or use of cookies and you warrant that all data provided by you is accurate.

**4. Changes to these terms and our site**

1. We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.
2. We may update and change our site from time to time without notice.

**5. Information disclaimer**

1. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
2. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
3. All statements contained on our site are made as of the date made and, unless another date or time is specified in relation to a specific statement or as may be required by law (and strictly to that extent), we disclaim any condition to update or correct and statement whether as a result of new information, events, results or otherwise.
4. The release, publication and distribution of documents contained on our site in any jurisdiction other than the UK, may be restricted by law. Persons who are not resident in the UK who access this website should inform themselves about and observe any such restriction.

**6. Site suspension or withdrawal**

1. Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.
2. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

**7. How you may use material on our site**

1. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
2. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
4. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
5. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
6. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **8. Acceptable Use Conditions**

1. You may use our site only for lawful purposes. You may not use our site:
  1. in any way that breaches any applicable local, national or international law or regulation;
  2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  3. for the purpose of harming or attempting to harm minors in any way;
  4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  5. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
2. You also agree:
  1. not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms; and
  2. not to access without authority, interfere with, damage or disrupt:
    - a. any part of our site;
    - b. any equipment or network on which our site is stored;
    - c. any software used in the provision of our site; or
    - d. any equipment or network or software owned or used by any third party.

#### **9. External website links**

1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

#### **10. Our responsibility for loss or damage suffered by you**

1. Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes and, to the extent permitted by law, we have no liability, whatsoever of whatever nature and whether or not foreseeable, to you for:
  1. any loss of profit, sales, business or revenue;
  2. business interruption or loss of business opportunity, goodwill or reputation;
  3. use of, or inability to use, our site or use of or reliance on any content displayed on our site;
  4. loss, damage or corruption of data or computer or equivalent systems; or
  5. indirect or consequential losses.

2. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it to the extent permitted by law.
3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

#### **11. Viruses and misuse**

1. We do not guarantee that our site will be secure or free from bugs or viruses.
2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

#### **12. Rules about linking to our site**

1. You may link to, but not frame, our home page (and no other part of the site), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
3. You must not establish a link to our site in any website that is not owned by you.
4. We reserve the right to withdraw linking permission without notice.
5. If you wish to link to or make any use of content on our site other than that set out above, please contact [buryandelton@yahoo.com](mailto:buryandelton@yahoo.com)

#### **13. The country whose laws apply to disputes**

1. These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.
2. You are not permitted to use out trademarks, both registered and unregistered, without our approval, unless they are part of material you are using as permitted under How you may use material on our site. permitted under How you may use material on our site (located earlier in this policy).