#### **Terms & Conditions**

Thank you for visiting our website (<u>www.janetomlinsonappeal.com</u>). Please ensure you have read our terms and conditions carefully. Use of our website means you accept these terms and conditions from your first visit.

#### **Definitions:**

Jane Tomlinson Appeal, registered charity number 1113894 (England and Wales)

Jane Tomlinson Appeal, Unit 5, Madison Court, Quayside Business Park, George Mann Road, Leeds, LS10 1DX.

"Website" means www.janetomlinsonappeal.com or any other website under our ownership, which links to this terms and conditions policy.

"You", "your" and "yours" means the person(s) accessing and using our website.

"We", "us" and "our" refers to Jane Tomlinson Appeal.

"Material" includes any information, text, data, graphics, links, coding or any other material published, contained or available on our websites.

"Terms and Conditions" means the terms and conditions detailed below.

# Changing our terms and conditions:

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, we provide you with this website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law which, but for this legal notice, might have effect in relation to this website.

Material detailed on our site is provided for information purposes only. We endeavour to ensure the accuracy of information on our website but do not guarantee or give any warranty to its accuracy, suitability or entirety. Our website material including all text, content, software, logos, names, artwork, graphics, photographs and other material is protected by copyright or other ownership rights. Material is both content, which is owned or controlled by us as well as content owned or controlled by third parties and has been licensed to us. Your use of our website is in accordance with these terms and conditions and for your personal and non-commercial use only.

Hypertext links to other websites are provided within our material for information purposes and convenience only; we are not responsible for any content provided on any third party websites. We and any other websites referred to or linked to on our site assume no responsibility for how you use the information provided. Use of our and any linked websites is at your sole risk.

### Right to update:

We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

## Accessing our website:

We endeavour to ensure our website is available for access 24 hours a day, 7 days a week. Access may, without notice, be temporarily unavailable in circumstances of system failure, maintenance or for other reasons outside of our control. We will not be liable if our website is unavailable for any period, at any time.

### Limitation of liability:

We, any other party (whether or not involved in creating, producing, maintaining or delivering this website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, 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 (including without limitation negligence), 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 material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or any websites linked to this website.

Nothing in this legal notice shall exclude or limit our liability for:

- death or personal injury caused by negligence
- fraud
- any other liability which cannot be excluded or limited by law.

#### Registered users:

Specific interactive features of our website may require users to register and use a username and password. You agree to keep your username and password safe and not to share it with anyone else.

Registered users may be able to post or upload content to specific parts of our website. In doing so, you agree for us to treat this information as non-confidential and to use it freely as we wish. In posting content, you agree that:

- You have the necessary consent(s) and license(s) to post the information.
- The information is not related to any person(s) under the age of 18 unless you are either their parent or legal guardian or have previous written permission from their parent or legal guardian.
- Any persons or third parties featured in any images or recordings submitted as part
  of your content have previously provided their written consent for such content to
  be submitted to our website.

And guarantee that your content is not:

- Illegal or deceptive.
- Threatening, obscene or defamatory.
- Breaking any rights with regards to confidentiality, copyright, trade mark, ownership or intellectual property or any other rights of any other person.
- Able to be misinterpreted as originating from the Jane Tomlinson Appeal, where this is not the case.

## Data protection and your privacy:

Please visit our Privacy and Cookie policies for more information regarding information we collect from your when using our website and how this information is used.

## Jurisdiction:

These terms and conditions and your use of our website shall be governed by the laws of England. All parties submit to the exclusive jurisdiction of the English courts with regards to any dispute arising from your use of our website or these terms and conditions.

#### Contact us:

Please email <u>info@janetomlinsonappeal.com</u> or write to Jane Tomlinson Appeal, Unit 5, Madison Court, Quayside Business Park, George Mann Road, Leeds, LS10 1DX. We will be happy to answer any questions or concerns you have relating our terms and conditions and using our website.