

Joined Up Rehab Website Terms and Conditions

1 Applicable Terms and Conditions

These Terms and Conditions shall apply to your use of the website located at [www.werc.co.uk] and all its sub-domains and related pages.

By using the website, you agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, please refrain from using the website.

We may change these Terms and Conditions from time to time. Please check them regularly. your use will be deemed to be acceptance of them as they exist at that time.

2 Definitions

- "You" means you, the user of the website, and "your" shall be interpreted accordingly.
- "We/us" means the Woollands Equine Rehabilitation Centre (WERC) and includes officers of WERC and "our" shall be interpreted accordingly.
- "Users" means the users of the website collectively and/or individually as the context admits.
- "Online Community" means any network, forum or microsite for participating users who have registered or otherwise qualify to participate in accordance with website protocols from time to time in force.
- "Content" means any and all the content submitted or uploaded to the website by you and other users, including names, images, pictures, photographs, video clips, biographical information, text, logos, marks and any other information and materials.
- "Microsite" means a sub-domain website maintained independently to us but which can be accessed through the website and its search engine.
- "Moderator" means a moderator, with responsibility for and authority over the management of one or more online communities or microsites, including any content areas. Moderators may include our staff and/or independent third parties.

Use of the website

You agree that any use by you of the website shall be in accordance with the following conditions:

3.1 You will not use the website:

- a. for purposes that would be deemed illegal under Scottish Law;
- b. to upload, post, publish, transmit, reproduce any
 - i. content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- ii. content that violates or infringes in any way upon the rights of others, including content which is inaccurate, false, hateful, threatening, abusive, offensive, harassing, unlawful defamatory, libellous, tortuous, slanderous, invasive of privacy or publicity rights, vulgar, obscene, profane, or is racially, ethnically or is otherwise objectionable;
 - iii. content that is pornographic, sexually explicit or contains nudity.
 - iv. content that you do not have a right to transmit under any law or under contractual or fiduciary relationships.
 - v. content which contains software viruses, or other harmful or destructive components or features designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
 - vi. content that consists of links to other websites that contain content not in compliance with the Terms and Conditions.
- c. to engage in conduct which in our sole discretion restricts or inhibits any other user from using or enjoying the website.
 - d. to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity.
 - e. to forge or otherwise manipulate uniform resource locators or other identifiers to disguise the origin of any content transmitted through the website, to acquire unauthorised access to restricted areas of the website, or for any other purposes.
 - f. to interfere with or disrupt the website or servers or networks connected to the website, or disobey any requirements, procedures, policies or regulations of networks connected to the website.
 - g. to promote or provide instructions, information, or advice about illegal activities, promoting physical harm or personal injury against any individual or group.
 - h. to collect or store personal data about other users.
 - i. to stalk or otherwise harass another user.

3.2 You may use for your own purposes any information contained in the areas of the website accessible to you, provided:

- a. all copyright, trademark and other proprietary notices are kept on the content.
- b. any links created to the website are notified to and approved by us before they are created.
- c. no part of the website is copied, stored in a retrieval system, modified, distributed, republished, or transmitted in any form or by any means to any third party without our written permission.
- d. it is used for information purposes only, for reproduction for personal use only and not for reproduction on any other website or for commercial gain.

4 Intellectual Property Rights

4.1 All copyright, trademarks and other intellectual property rights in the content supplied as part of the website is owned by us or our licensors or where appropriate the content suppliers.

4.2 Our names and logos and related product and service names, designs and slogans may not be used without our prior consent.

4.3 You may not systematically extract or re-utilise parts of the website without our prior consent. You may not utilise any data mining, robots, or similar data gathering and extraction tools to extract for re-utilisation any parts of the website without our prior consent.

4.4 You may not create and/or publish your own database that features what we consider in our sole discretion to be substantial parts of this website without our prior consent.

4.5 Our status (and that of any identified contributors) as authors of content on the website must always be acknowledged.

4.6 All content accessed on the website or downloaded from the website cannot be used by any user for the purpose of securing personal or commercial gain without the express prior permission of the copyright owner. Nor can content be passed to any other website or be published anywhere else outside of the website without the express permission of the copyright owner. Any content used from the website for study purposes or non-commercial research should acknowledge the copyright owner in their references in any output that they produce.

4.7 If you believe that a copy of your work is available on the website without your consent or that a copyright infringement has otherwise occurred, please supply us with the following information: -

A description of the copyrighted work that you claim has been infringed; Details of where the infringing material is located on the website; your address, telephone number and email address; A statement by you that you believe in good faith that the use of the work on the website is not authorised by the copyright owner or any person entitled to act on their behalf or by law.

Please forward this information to The Webmaster, WERC, Stackyard, Oldhamstocks, Cockburnspath, East Lothian, UK. TD13 5XW or email joineduprehab@gmail.com

5 Disclaimer and Liability

5.1 Content on the website is intended to provide general information only and should not be considered as a substitute for advice covering any specific situation or (where relevant) overriding your responsibility for exercising your judgment. Content posted on related online communities is written by users and we are not responsible and do not endorse such content. Contributions may be monitored. No failure to remove any content constitutes an acceptance or endorsement of it by us or the moderators.

5.2 We cannot guarantee the integrity, quality or accuracy of the content and it must be treated only as an aide in any decision-making process. Neither we, nor any contributors to the website will be held responsible or liable for content, accuracy, timing or reliability of content or statements contained on the website, including content, statements, opinions or advice made or given by users in the online communities. If you have a claim arising from the content, actions or statements of another user, you agree to pursue such a claim only against that user and not against us.

5.3 To the extent permitted by law, we will not be responsible or liable for the quality, accuracy or fitness for purpose of the website, and we do not promise that the content or other content contained on the website, or any functions contained in the website or its server (including email and online communities) will operate without interruption or delay or will be error-free, free of viruses or bugs or is compatible with any other software or material. Access to the website may be discontinued or suspended temporarily and without notice in the case of system failure, maintenance, or repair or for reasons beyond our control.

5.4 Our content providers to and external moderators of the website and our Council and employees shall have the benefit of the exclusions and limitations of liability set out in this Condition 5 to the same extent as us.

5.5 We will be liable for death or personal injury arising from our negligence, and for any fraudulent misrepresentation we make. we will not be responsible or liable to you for any other loss or damage that you or any third party may suffer because of using or in connection with your use of the website.

6 Target Audience

The website is primarily intended for use by UK residents in relation to their activities within the UK. We cannot guarantee that the website or the information that it contains complies with or is appropriate for use in other countries.

7 Maintaining the website

7.1 We aim to update the website regularly and maintain the website in operational condition. However, neither we nor any moderators can guarantee that this will always be the case. Any content may be out of date at any given time and neither we nor the moderators are under any obligation to update such content.

7.2 We reserve the right at any time or from time to time or modify, suspend or discontinue the website (or any part thereof) with or without notice to you.

8 Personal Information and Privacy

8.1 We will respect your personal information and undertake to comply with the General Data Protection Regulation (GDPR), The UK Data Protection Act 2018 and the Privacy and Electronic Communications Regulations (PECR). we will not allow advertisers or members to send unsolicited commercial emails. If you receive any such email please email us at joineduprehab@gmail.com with the details.

8.4 The information (including any sensitive personal information) you submit will be stored on computer. You consent to us using the information that you submit to enable us and external moderators to operate the website.

8.4 Our Privacy policy can be read on the www.werc.co.uk website.

9 External Links

This website contains access to other websites or resources ("External Sites"). Neither we nor the moderators shall be responsible or liable for the availability of the External Sites or any content, advertising, products or other materials located on or through any External Site. Links provided to External Sites do not represent endorsements of any information, products or services on such sites, and no information on such sites has been approved or endorsed by us or the moderators. Under no circumstances shall we or the moderators be responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, goods, or services available on such External Sites. Any concerns that you may have regarding any External Sites should be directed to its respective site administrator or webmaster.

10 On-Line Transactions

All payments of Application, Registration and Appeal fees will be collected via Stripe. For their Terms and Conditions please consult www.paypal.com

11 Email

Where the website provides for [bulk] email facilities (subject to external host availability, and subject to user registration requirements), use shall be subject to a reasonable user requirement and such protocols as we may specify from time to time.

12 Indemnification

You agree to indemnify us and all moderators and the Service Provider from and against any loss, claim, demand, cost and expense arising from or in connection with any breach of these Terms and Conditions by you or any other liabilities arising out of your use of the website (including any online communities).

13 Termination

We reserve the right to immediately suspend or terminate your use of the website or any online community if you breach or we have reasonable grounds to believe that you are likely to breach these Terms and Conditions or you otherwise engage in conduct which we determine in our sole discretion to be unacceptable.

14 Contact/Feedback

If you are uncertain about these Terms and Conditions, or wish to make comments to us about the website, please contact us by email to joineduprehab@gmail.com

15 Fees

We reserve the right at any time to charge fees for the use of the whole or any part of the website that is currently provided to you at no cost.

16 General

If you breach these Terms and Conditions we reserve the right to remove your access to the site and to RAMP email services for a period that is deemed appropriate to the breach and taking into account any previous breaches of the Terms and Conditions.

If you breach these Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms and Conditions.

These Terms and Conditions and the use by you of the website are governed by Scottish law. You and we agree to submit to the exclusive jurisdiction of the Scottish courts for the purpose of any disputes between us that relate to these Terms and Conditions.

Last updated: 01/12/2020.