

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

TERMS OF WEBSITE USE

These terms of use (together with the documents referred to in it) tells you the terms of use on which you, whether as a guest or a registered user, may make use of our site hosted at **community21.org** (**our site**)

Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you have any questions regarding these terms of use, you should contact mailto:info@community21.org

If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

- 1. Our <u>Privacy Policy</u> (address http://community21.org/about/legal), which sets out the terms on which we process any personal data we collect from you, or that you provide to us, through our site. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- 2. Our Acceptable Use Policy (address http://community21.org/about/legal) which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our <u>Cookie Policy</u> (address http://community21.org/about/legal), which sets out information about the cookies on our site.

INFORMATION ABOUT US

We, the University of Brighton and Action in rural Sussex (**AirS**), together operate the website hosted at community21.org under the name "**Community21**".

University of Brighton is a higher education corporation and AirS (company no 02907172) is a private company limited by guarantee, both are constituted under English law. AirS is also registered as a charity with the Charity Commission for England and Wales under registration number 1035401.

Community 21's main address is at University of Brighton, Economic and Social Engagement, Exion 27, Crowhurst Road, Brighton, East Sussex, UK, BN1 8AF

The University of Brighton is regulated by the Higher Education Funding Council for England. AirS is regulated by the Charity Commission for England and Wales, and is a member of the Rural Community Council Network.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you. The current draft of these terms and conditions was adopted and published on 06/01/2014

INTELLECTUAL PROPERTY RIGHTS

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.

You may print off one copy, and may download extracts, of any page(s) from our site for your own non-commercial research or study purposes only.

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.

You must always acknowledge our status (and that of any identified contributors) as the authors of content on our site.

We do not authorise downloading (except as is necessary to view page content), copying, reproduction, storage in a retrieval system, modification, re-publishing, leasing, sub-licensing, posting, broadcasting, transmitting, creation of works from or in any way commercially exploiting any of the content or material accessed from our site.

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. If you wish to apply for permission to use any materials found within our site, please contact info@community21.org

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.

CHANGES TO OUR SITE AND ACCURACY OF INFORMATION

We may update our site from time to time, and may change the content at any time.

Although we make reasonable efforts to update and ensure the accuracy of the information published 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.

Our site is not intended to form part of the contract between you and us.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

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 appropriate advice before taking, or refraining from, any action on the basis of the content on our site.

YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify info@community21.org

LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- · use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy (address http://community21.org/about/legal). You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our <u>Acceptable Use Policy</u> (address http://community21.org/about/legal). The views expressed by other users on our site do not represent our views or values.

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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.

LINKING POLICY

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

You must not establish a link to our site in any website that is not owned by you.

You must not use our trade marks (or logos) as a link to the website without our permission.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than their home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy (address http://community21.org/about/legal)

If you wish to make any use of content on our site other than that set out above, please contact info@community21.org

LINKS TO THIRD-PARTY WEBSITES AND RESOURCES

Our site contains links to external websites and resources provided by third parties. These links are provided only to help you find additional information quickly and easily. We do not control or accept responsibility for the content of any of the link websites, nor do we accept any duty of care in respect of, nor make any representation expressed or implied in relation to, the accuracy or reliability of the content of any linked website.

The existence of any link does not constitute any implied endorsement of a website, its sponsor, its products or its services; nor should any views expressed on that website be taken to reflect our views.

Questions, comments and requests regarding our privacy policy are welcomed and should be addressed to info@community21.org

APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring

proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

TRADE MARKS

"COMMUNITY21" is an unregistered trade mark jointly owned by the University of Brighton and Action in rural Sussex.

CONTACT US

To contact us, please email info@community21.org

Thank you for visiting our site.

Community21

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