

# Yatton and Congresbury Wildlife Action Group

## Terms & Conditions

Name: Yatton and Congresbury Wildlife Action Group ('YACWAG')

E-mail: [contact@yacwag.org.uk](mailto:contact@yacwag.org.uk)

Registered charity no. 1076362

Thank you for visiting the YACWAG website. Please read these Terms and Conditions carefully before using this site.

If you do not accept these Terms and Conditions please do not use this website. If you use the website (including downloading or streaming from the website) you will be bound by these Terms whether or not you have registered with us, and they will form a contract between you and us.

These Terms apply to the entire contents of this YACWAG website and any site owned or operated by YACWAG which is linked to this policy, to any downloaded or streamed content and to any correspondence by e-mail between us and you. The [Privacy Statement](#) also forms part of these Terms and Conditions (together referred to as 'Terms') and should be read also.

### 1. Who are we

Access and use of this website is provided by YACWAG, a registered charity no. 1076362. References in these Terms to 'we' or 'us' are to YACWAG.

### 2. Changes

2.1. We may change these Terms at any time, in which case the amended Terms will be posted on the website and will apply from the date we post them. Please check these Terms on each occasion you use the website. If you continue to use the website you will be bound by the latest Terms.

2.2. The format and content of the website changes constantly. You should refresh your browser each time you visit the website to ensure that you access the most up to date version.

### 3. Using the website

3.1. You agree to only use the website in a manner that complies with all applicable laws and regulations and is consistent with the Terms and does not infringe the rights of anyone else, nor restrict or inhibit their use and enjoyment of the website (including, without limitation, by hacking).

### 4. Complaints

4.1. If you have a complaint about any content on this website please contact us immediately using the email [contact@yacwag.org.uk](mailto:contact@yacwag.org.uk). To consider your complaint we need your name, company name if relevant, contact details (both a land address, telephone number and email), details of the exact content complained of and details of why you are complaining about that content. Please note that no action can be taken without this information.

### 5. Registration

5.1. If you want to make use of certain facilities available through our websites or to carry out certain actions (such as registering for membership, to obtain a newsletter, receiving/streaming regular pod casts or audio content, ordering a product or contributing comments to a discussion website) you must first register with us. During membership registration, you will be asked to provide an individual user name and password which you will need to use each time you carry out the action for which you registered. We may change your user name and password from time to time.

5.2. You must ensure that you keep your username and password confidential and that you do not disclose them to anyone, and that you also restrict access to your computer to prevent unauthorised access to your account. You will be responsible for all activities which occur under your username and password. It is your responsibility to immediately notify us of any unauthorised use of your username and password or any other breach of security as soon as you become aware of it.

5.3. By registering, you certify that all information you provide in the registration is accurate. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. Contributors to discussion websites must have a valid email registered with us at all times.

5.4. We may terminate your registration at any time at our complete discretion, but will generally only do so if you are in breach of website Terms. If we terminate or suspend your registration you may not re-register with us without our written consent.

## **6. Privacy**

We take your privacy very seriously and will treat all of your personal information in accordance with all applicable data protection laws in England and Wales. Please read our [Privacy Statement](#).

## **7. Intellectual Property Rights**

7.1. You acknowledge that all copyright, trademarks and other intellectual property rights on the website and all photographs, designs, images, text, software, data, audio, video, files and other material on the website or material generated by or transmitted from the website ("YACWAG Material") are owned by us or our licensors. You are permitted to use the website and YACWAG Material only as expressly authorised by us.

7.2. Provided you use the website and YACWAG Materials in accordance with these Terms you are permitted to print, download and receive extracts of YACWAG Material ("Extracts") ONLY for your personal non-commercial use and for private study or teaching purposes, provided in each case that:-

7.2.1. copyright and source indications are also printed and copied and/or stored in association with the Extracts;

7.2.2. no modifications are made to the Extracts and Extracts are not used as part of any other publication or derivative work; and

7.2.3. any Extract is retained, printed and/or copied entirely and is not used in a derogatory or misleading context and in particular may not be used for the purpose of promoting, advertising, endorsing or implying a connection with you (or any third party) and YACWAG, its agents or employees.

7.3. The rights in term 7.2 are not transferable and no other use of YACWAG Material may be made without first obtaining our written permission. In particular, you must not do the following unless you have first obtained our written permission:-

7.3.1. incorporate any YACWAG Material in any other work, broadcast or publication, whether in hard copy or electronic form; or

7.3.2. make any commercial use or publish any YACWAG Material (other than as necessary for the purpose of viewing or listening to the website in the course of business); or

7.3.3. perform, broadcast or otherwise transmit, post, share or make available to the public any YACWAG Material.

7.4. If you wish to use any YACWAG Material other than in accordance with Terms 8.2 and 8.3 above please email your request to [contact@yacwag.org.uk](mailto:contact@yacwag.org.uk).

7.5. The photographic, text, graphic images, audio and video material within any products or publications supplied to you are copyright works and none of them may be copied, reproduced, licensed, broadcast, transmitted or otherwise exploited.

7.6. The YACWAG name and logo are the property of YACWAG. Other logos and names used on the website may also be the trademarks of YACWAG or their respective owners. No permission is given by us in respect of the use of any such trademarks, names or logos and such use may constitute an infringement of the holder's rights.

7.7. Any rights not expressly granted in these Terms are reserved.

7.8. We may terminate your rights to use or receive Extracts at any time at our complete discretion.

## **8. Disclaimers**

8.1. The information provided in our websites is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. The material on this website is provided 'as is', without any conditions, warranties or other Terms of any kind.

8.2. You should exercise no lesser degree of caution in appraising what you see on the website than you do offline. Your use of the website is entirely at your own risk.

8.3. We do not warrant that the functions contained on the website will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes it available is free of viruses or bugs or represents full functionality, accuracy or reliability of the materials.

8.4. Nothing in this disclaimer applies to any products which you purchase directly from YACWAG. Where links are provided to products on a third party website, YACWAG cannot ensure that purchasers will be satisfied with any products or services that are bought from that third-party website and any complaints about the performance or otherwise of the product should be taken up with the manufacturer or retailer direct. Except for products expressly sold by YACWAG, the inclusion of a company's product on the YACWAG website does not represent any endorsement or warranty of that product by YACWAG.

8.5. YACWAG does not make any representations or warranties as to the security of any information (including, without limitation, credit or debit card and other personal information) that purchasers might be requested to give to any third-party, and purchasers hereby irrevocably waive any claim against YACWAG with respect to such websites and third-party content. YACWAG strongly encourages you to make whatever investigations are necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

## **9. Liability**

9.1. We do not limit in any way our liability by law for fraud or death or personal injury caused by our negligence or breach of statutory duty or any other liability which cannot be excluded or limited under applicable law.

9.2. You agree that we will not be liable for:-

9.2.1. Any loss, disruption or damage to your data or your computer system; or

9.2.2. Any other loss or damages whatsoever (including, but not limited to, loss of profit or loss of use, direct, indirect or incidental loss) arising out of your use or inability to use our website (including downloading or streaming from the website), their content, any information on or from the websites or any link to another website and whether such loss or damage arises in contract, tort (including negligence) or otherwise.

## **10. Links**

10.1. Our website may contain links to third party websites and in particular, links to third party websites may be contained in our blogs. Such links are provided for your convenience only. We do not necessarily control such websites and are not responsible for their content. The mere inclusion of such links does not imply any endorsement of the material on those websites or any association with their operators. If you decide to access any of the third party websites linked to from this website, you do so entirely at your own risk. We cannot guarantee that these links will work all the time and we have no control over the availability of the linked pages.

10.2. If you wish to link from your website to our website you may do so only on the basis that you link to, but do not replicate, the home page, and subject to the following conditions:-

10.2.1. The linking text must simply consist of the website address;

10.2.2. You do not remove, distort or otherwise alter the size or appearance of any logos on the website;

10.2.3. You do not in any way imply that YACWAG is endorsing any products or services;

10.2.4. You do not misrepresent your relationship with YACWAG nor present any other false information about it;

10.2.5. You do not otherwise use any YACWAG trademarks displayed on our websites without our express written permission;

10.2.6. You do not link from a website that is not owned by you; and

10.2.7. Your website does not contain content that is distasteful, pornographic, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

10.4. At any time and at our complete discretion we reserve the right to withdraw the permission to make website links to our websites.

## **11. Severance**

If any of these Terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country which apply to these Terms, then to the extent and within that jurisdiction in which that Term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

## **12. Waiver**

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

## **13. Events Beyond our Control**

We will not be liable to you for any delay in delivering any services or order or breach of our obligations, if the delay or breach is due to acts of God, civil commotion, riots, malicious damage, floods, drought, fire, legislation, failure of ISP or telecommunications provider or other cause beyond our reasonable control. This does not affect your statutory rights.

## **14. Law, Courts and Language**

These Terms, use of our websites and the supply of products and services by us are governed by and to be interpreted in accordance with English law. In the event of any dispute arising in relation to these Terms, use of our websites or in relation to the supply of any products or services by us the English courts will have jurisdiction over the dispute. These Terms and this website are provided in the English language only.

If you have any questions relating to these Terms, please e-mail us direct at [contact@yacwag.org.uk](mailto:contact@yacwag.org.uk).

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