

– Terms of use for our website

1. Permitted use

- 1.1 You may only use our website for your own personal and business purposes, and not for any other purpose.
- 1.2 By using our website, you confirm that you accept these terms of use and that you agree to use our website in compliance with them. If you do not agree to these terms, you must not use our site.
- 1.3 We reserve the right to change these terms of use at any time by posting the revised terms and conditions online. Your continued use of this website after changes are posted constitutes your acceptance of the modified terms and conditions.
- 1.4 You must not:
 - 1.4.1 copy, incorporate, republish or redistribute any material from our website;
 - 1.4.2 sell, rent or sub-license any material from our website; or
 - 1.4.3 use or exploit any material from our website for a commercial purpose.
- 1.5 We grant you a non-exclusive, non-transferable, non-sublicensable right to view and use our website and its information for private, non-commercial purposes only, and subject always to compliance with these terms of use.
- 1.6 You agree not to use this website for unlawful purposes or in a manner which infringes the rights of, or restricts or inhibits the use and enjoyment of the website by, any third party, including uses which may harass, defame or cause distress to any person or which may involve the transmission of illegal, obscene or offensive material within this website.
- 1.7 You must not misuse our website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You are prohibited from gaining or seeking to gain unauthorized access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial of service attack or a distributed denial of service attack. Breaching this provision may constitute a criminal offence under the Computer Misuse Act 1990 and we reserve the right to report any such breach to law enforcement authorities as appropriate and will co-operate with those authorities, which may include disclosing to them your personal information. In the event of such breach, your right to use our website will cease immediately.

2. Status of information on our website

- 2.1 Our website is intended to provide only general information on certain subjects, and it is not an exhaustive treatment of those subjects.

- 2.2 Information on our website is not intended to constitute any form of legal, consultative or other professional advice, and it should not be used as a substitute for taking such advice.
- 2.3 Information on our website is provided "as is", and Family Action makes no representations or warranties regarding the information. We do not warrant or represent that the information will be accurate, complete, error-free, or up to date.

3. Limitations and exclusions of liability

- 3.1 Subject to Section 3.4 below, neither Family Action nor any of its officers, trustees, employees, agents or affiliated organisations will be liable for any losses or damages whatsoever, whether in contract, statute, tort (including without limitation negligence) or otherwise, relating to your use of our website, your reliance on any information contained in it, or your decision to act or not act in a certain way based on such information.
- 3.2 Subject to Section 3.4 below, Family Action excludes all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.
- 3.3 Whilst Family Action makes all reasonable attempts to exclude viruses and any other technologically harmful material from our website, we cannot ensure such material is excluded and, subject to Section 3.4 below, we do not accept liability for any loss or damage caused by viruses or any other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our website or to your downloading any content from it, or from any website linked to it. You are recommended to take all appropriate safeguards before accessing or downloading information from this website or from any website linked to it.
- 3.4 Nothing whatsoever in these terms of use limits or excludes liability for:
 - 3.4.1 death or personal injury or loss or damage for which liability cannot be limited or excluded by law; or
 - 3.4.2 fraud or fraudulent misrepresentation.

4. Donations to Family Action, and Family Action events

- 4.1 We are very grateful for any donations you may make. Please note that there are specific terms and conditions associated with donations here [<https://www.family-action.org.uk/donation-terms-and-conditions/>]. See also Section 11 below.
- 4.2 Family Action events are subject to any terms and conditions, and instructions, applicable to that event which appear on this website or are otherwise made available to you. Please note that, even if you have received notification from us confirming your place at one of our events, that event may still be cancelled or rescheduled at little or no notice, and unfortunately we are not liable for any losses

you may suffer as a result of such cancellation or rescheduling, such as travel or accommodation expenses.

5. Intellectual property rights

- 5.1 Family Action is either the owner or the licensee of all the intellectual property rights on this website, and in the information contained within it, and those works are protected by copyright, trademark and other intellectual property laws and treaties. All such rights are reserved by us or our licensor/s. Logos, product names, service names, trade names, colours, brand assets or any arrangement of them form part of our proprietary registered and/or unregistered trademarks and intellectual property. Any unauthorised use of those trade marks may constitute a breach of our intellectual property rights or those of our licensor/s.
- 5.2 Copyright © Family Action 2014.

6. Third party websites

- 6.1 Family Action is not responsible in any way for, and shall not be liable for any losses or damages arising out of your use of, any third party website that we may provide a link to on our website (including without limitation, any "Live Auction" service, challenge event providers or service providers).
- 6.2 Family Action makes no representations or warranties as to the accuracy, completeness, quality or merchantability of any third party website or the services, products, events, resources or information contained or available within them. The use of any such third party website, and the services, products, events, resources or information available within them, is governed by the legal arrangements between that third party and you, and we strongly encourage you to read such legal arrangements carefully before agreeing to be bound by them.
- 6.3 The provision by us of a link to a third party website does not in any way imply any endorsement by Family Action of that organization, its services, products or events, or of the information or resources contained or available within that website.

7. Severability

- 7.1 If any part of these terms of use are held to be unenforceable or illegal, then that part that is unenforceable or illegal shall be deemed to be removed from the terms of use and in all other respects the terms of use shall continue in force.

8. Law and jurisdiction

- 8.1 These terms of use, and any dispute or claim arising under them (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

9. Privacy and Data Protection

- 9.1 Read our [Privacy Statement here.](#)

10. Cookies

- 10.1 Family Action uses cookies to enhance the online experience of its visitors and to better understand how our website is used. Read our [Cookies policy here.](#)

11. Fundraising Regulator

- 11.1 Family Action proudly works with the Fundraising Regulator. We are committed to the highest standards in fundraising and strive to work in a way that is effective, open and honest. We are dedicated to raising funds in the most cost effective ways in order to deliver services to the most vulnerable.
- 11.2 The Fundraising Regulator is an independent body who set and maintain the standards for charitable fundraising. By joining the Fundraising Regulator we agree to adhere to the Code of Fundraising Practice and we will honour our [Fundraising Promise.](#)

12. Statutory and other information for Family Action

- 12.1 Family Action is a registered charity, registered with the Charity Commission for England and Wales with charity registration number 264713.
- 12.2 Family Action is also a private company limited by guarantee without share capital, incorporated in England with company registration number 01068186.
- 12.3 Family Action is registered with the Information Commissioner's Office with registration number Z8294490.
- 12.4 Family Action's VAT registration number is 221410331.

13. Headings

- 13.1 Headings used in these terms of use are for convenience only and shall not affect their meaning or interpretation.

14. Contacting us

- 14.1 Our principal place of business is **24 Angel Gate, City Road, London EC1V 2PT**.
- 14.2 For any request or query regarding data privacy and data protection, please email dataprotection@family-action.org.uk or telephone 020 7254 6251.
- 14.3 For all general queries, including media queries, our telephone number is 020 7254 6251.
- 14.4 You can find us on social media here:
 - 14.4.1 www.facebook.com/familyaction

14.5 www.twitter.com/family_action

15. Website design

15.1 Website by Redwire <http://www.redwiredesign.com/>