

## **Website terms of use**

### **Introduction**

This web page (together with any documents referred to in it) tells you the terms on which you make use of [www.opforum.org.uk](http://www.opforum.org.uk) (website). Please read these Terms of use carefully before you start to use our website. By using our website, you are accepting and agreeing to be bound by these Terms of use. If you do not agree to these Terms of use, please refrain from using our website immediately.

### **Who we are**

Leeds Older People's Forum is a registered charity (charity number 1191030) Suite E1, Josephs well Offices, Hanover Lane, Leeds, LS3 1AD.

### **Reliance on information and use of the website**

Our website is maintained for your personal use and viewing. It provides information about our projects, activities and other activities carried out by charities in Leeds who work with and for older people.

### **Accessing our website**

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice. We will not be liable if for any reason our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms of use, and that they comply with them.

### **Intellectual property rights**

The material on this site is provided for personal or professional use for people in Leeds. The branding and logo are the proprietary marks for Leeds Older People's Forum. Copying and using our branding, logo or design features is not permitted without the prior approval of the owner of the respective intellectual property rights. Authorisation to reproduce any material on this site that is identified as being the intellectual property of a third party must be obtained from the holders of the respective intellectual property rights.

You shall not copy, adapt, exploit or otherwise use the content on our website in any way, save for the downloading and temporary storage of one or more of these pages for the purpose of viewing on a personal computer or terminal, or drawing the attention of others to material posted on our website.

Where any of the items on this site are being republished or copied to others, the source of the material must be clearly identified and the copyright status acknowledged. Any material must be shared accurately and not used in a misleading context.

### **Linking to and from our website**

If you choose to use links displayed on our website, which link to third party websites, then you will leave our website (whether or not you realise that you are leaving). Links on our website are provided for your information only and we have no control over the contents of those third party websites or resources. We are not responsible in any way for the material on any other website that you enter.

We do not allow other websites to charge their website users a fee or demand some other form of consideration to click on a link to any page on [www.opforum.org.uk](http://www.opforum.org.uk). We also do not allow other websites to say that their website is associated with or endorsed by [www.opforum.org.uk](http://www.opforum.org.uk).

A link does not imply the endorsement of a site. Likewise, not linking to a particular site does not imply lack of endorsement. We therefore do not make any representation - and to the fullest extent permitted by law do not accept any liability - in respect of the content, products or services available from such other websites, or the business of such third parties. Any dealings with advertisers and merchants accessed using the Leeds Older People's website shall be entirely at your own risk. To the fullest extent permitted by law, you agree to release us from all liability arising from any claims or disputes that may come from using these websites. You should read all terms and conditions, privacy policies and end user licences that relate to these websites before you use them.

We welcome and encourage users to establish hypertext links to the Leeds Older People's Forum website. However, we do not permit our pages to be loaded into frames on another site. The pages must load into the user's entire window.

### **Our liability**

Whilst we try to ensure that all information on our website is accurate, no guarantees, representations or warranties are given that the content on our website is accurate, complete, up-to-date or error free. Use of our website is at your own risk.

To the fullest extent permitted by law, we expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the access, use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation, liability for:
  - loss of business
  - loss of income or revenue
  - loss of profits or contracts
  - loss of anticipated savings
  - loss of data
  - loss of goodwill
  - wasted management or office time
  - loss or damage caused to any equipment or software
  - any other loss or damage of any kind, however arising and whether caused by a wrongful act or infringement of a right (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

### **Acceptable use and website security**

It is impossible to provide an exhaustive list of what constitutes acceptable and unacceptable use of our website. In general, we will not tolerate any use of our website which damages or is likely to damage our reputation, the availability or integrity of our website or which causes or threatens to cause us to incur any legal, tax or regulatory liability. You must not misuse our website by knowingly introducing viruses or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised 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. We will determine, in our absolute discretion, whether your use of our website is unacceptable and, in this event, we may take such action as we deem appropriate. You agree to indemnify us against all claims, losses and damages suffered and costs, expenses and liability incurred as a result of your breach of these Terms of Use.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, malicious code or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

### **Uploading material to our website**

Without prejudice to our rights and obligations in relation to your personal information as set out in detail in our [Privacy policy](#) [contact [info@opforum.org.uk](mailto:info@opforum.org.uk) to obtain], any material you upload to our website will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to remove any material posted or uploaded by you to our website where a third party puts us on notice that this material constitutes a violation of their intellectual property rights, or their right to privacy. We have the right to remove any material or posting you make on our website at any time.

### **Privacy and cookies**

Any personal details we collect from you will only be used in accordance with our Privacy Policy [contact [info@opforum.org.uk](mailto:info@opforum.org.uk) to obtain]. By using our website, you consent to us processing your information in this way and you warrant that all data provided by you is accurate.

### **Our website changes regularly**

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.

### **Severability**

If any provision of these Terms of use (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms of use and the validity and enforceability of the other provisions of these Terms of use shall not be affected.

### **Variations**

We may revise these Terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Terms of use may also be replaced by provisions or notices published elsewhere on our website.

### **Entire Agreement**

These Terms of Use represent the entire understanding between us, and you relating to the use of this Website and supersede all other statements, representation or warranties (whether written, made by email or oral) made by us. Any rights not expressly granted in these Terms of Use are reserved by us.

### **Jurisdiction and applicable law**

These Terms of use shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

### **Your concerns**

If you have any queries regarding our website or the information contained on it, please contact us at: [info@opforum.org.uk](mailto:info@opforum.org.uk)

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