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## WEBSITE TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, [www.hookybaptist.org.uk](http://www.hookybaptist.org.uk) ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site **AND** You will be required to read and accept these Terms and Conditions when signing up for an Account. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Account"</b>	means an account required for a User to access certain areas of Our Site, as detailed in Clause 4;
<b>"Content"</b>	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
<b>"Forum"</b>	means a discussion forum hosted on Our Site;
<b>"Post"</b>	means a post in a Forum on Our Site (and includes any and all content in such posts including, but not limited to news, service information;
<b>"System"</b>	means any online communications infrastructure that We make available through Our Site either now or in the future. This may include, but is not limited to, contact forms, email, live chat and Forums;
<b>"User"</b>	means a user of Our Site; and
<b>"We/Us/Our"</b>	Means Hook Norton Baptist Church and whose main address is Netting Street, Hook Norton BANBURY, Oxfordshire, OX15 5NJ

### 2. Information About Us

- 2.1 Our Site, [www.hookybaptist.org.uk](http://www.hookybaptist.org.uk), is owned and operated by Hook Norton Baptist Church whose address is Netting Street, Hook Norton, BANBURY, Oxfordshire, OX15 5NJ
- 2.2 We are a member church of the Baptist Union of Great Britain.

### 3. Access to Our Site

- 3.1 Access to Our Site is free of charge.

- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

#### **4. Accounts**

- 4.1 Certain parts of Our Site (including the ability to submit Posts to a Forum) may require an Account in order to access them.
- 4.2 You may not create an Account if you are under 18 years of age. If you are under 18 years of age and wish to use the parts of Our Site that require an Account, your parent or guardian should create the Account for you and you must only use the Account with their supervision.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.4 We recommend that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at [webadmin@hookybaptist.org.uk](mailto:webadmin@hookybaptist.org.uk). We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use anyone else’s Account.
- 4.6 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 15.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access.
- 4.8 If you close your Account, any Posts you have made on Our Site will be anonymised by removing your username.

#### **5. Intellectual Property Rights**

- 5.1 With the exception of Posts (see Clause 6), all Content on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including Posts) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 5.2 Subject to the licence granted to Us under sub-Clause 6.4, Users retain the ownership of copyright and other intellectual property rights subsisting in Posts submitted by them (unless any part of such Posts is owned by a third party who has given their express permission for their material to be used in the Post).
- 5.3 For personal use (including research and private study) only, you may:

- 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
- 5.3.2 Download Our Site (or any part of it) for caching;
- 5.3.3 Print one copy of any page from Our Site;
- 5.3.4 Download, copy, clip, print, or otherwise save extracts from pages on Our Site;
- 5.3.5 Quote or share other Users' Posts within the Forums on Our Site;
- 5.3.6 Save pages from Our Site for later and/or offline viewing.
- 5.4 You may not use any Content (including Posts) downloaded, copied, clipped, printed or otherwise saved from Our Site for commercial purposes without first obtaining a licence to do so from Us, our licensors, or from the relevant User, as appropriate. This does not prohibit the normal access, viewing and use of Our Site (including the Forums) for general information purposes whether by business users or consumers.
- 5.5 You may not systematically copy Content from Our Site with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given Our express permission to do so.
- 5.6 Subject to sub-Clauses 5.3 and 5.8 and Clause 6 (governing Posts) you may not otherwise reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content or any other material from Our Site unless clearly given express permission to do so. For further information, please contact Us at [webadmin@hookybaptist.org.uk](mailto:webadmin@hookybaptist.org.uk)
- 5.7 Our status as the owner and author of the Content on Our Site (or that of identified licensors or Users, as appropriate) must always be acknowledged.
- 5.8 Nothing in these Terms and Conditions limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

## **6. Forum Posts**

- 6.1 An Account is required if you wish to submit Posts to Our Forum(s). Please refer to Clause 4 for more information.
- 6.2 You agree that you will be solely responsible for your Posts. Specifically, you agree, represent and warrant that you have the right to use the content of a Post and that your Post will comply with Our Acceptable Usage Policy, detailed below in Clause 7.
- 6.3 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.2. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 6.4 You (or your licensors, as appropriate) retain ownership of the content of your Posts and all intellectual property rights subsisting therein. By submitting a Post, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive,

syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence the content of your Post for the purposes of operating and promoting Our Site and Forum(s). Other Users may also quote or share your Posts within Our Site and otherwise in accordance with the provisions of Clause 5.

- 6.5 If you wish to remove a Post, you may do so by <<insert brief description>>. Your Post will be [deleted] **OR** [anonymised by <<insert description, e.g. "removing your username and avatar">>] [, however due to the functionality of Our Site, any <<insert description of activities, e.g. quotes, shares etc.>> of your Post will remain]. Removing a Post also revokes the licence granted to Us to use that Post under sub-Clause 6.4. Please note that caching or references to your Post(s) may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 6.6 We may reject, reclassify, or remove any Posts submitted to Our Site where, in Our sole opinion, the content of those Posts violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the Post(s) in question should be removed as a result.

## **7. Acceptable Usage Policy**

- 7.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 7. Specifically:
- 7.1.1 you must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
  - 7.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
  - 7.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
  - 7.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 7.2 When submitting Posts (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:
- 7.2.1 is sexually explicit;
  - 7.2.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
  - 7.2.3 promotes violence;
  - 7.2.4 promotes or assists in any form of unlawful activity;
  - 7.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
  - 7.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 7.2.7 is calculated or is otherwise likely to deceive;

- 7.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
  - 7.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.2);
  - 7.2.10 implies any form of affiliation with Us where none exists;
  - 7.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
  - 7.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 7.3 We reserve the right to suspend or terminate your Account and/or your access to Our Site if you materially breach the provisions of this Clause 7 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:
- 7.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
  - 7.3.2 remove any Post(s) submitted by you that violate(s) this Acceptable Usage Policy;
  - 7.3.3 issue you with a written warning;
  - 7.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 7.3.5 take further legal action against you as appropriate;
  - 7.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
  - 7.3.7 any other actions that We deem reasonably appropriate (and lawful).
- 7.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

## **8. Links to Our Site**

- 8.1 You may link to Our Site provided that:
  - 8.1.1 you do so in a fair and legal manner;
  - 8.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
  - 8.1.3 you do not use any logos or trade marks displayed on Our Site without Our express written permission; and
  - 8.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 8.2 You may link to any page of Our Site.

- 8.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at [webadmin@hookybaptist.org.uk](mailto:webadmin@hookybaptist.org.uk) for further information.
- 8.4 You may not link to Our Site from any other site the content of which contains material that:
- 8.4.1 is sexually explicit;
  - 8.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
  - 8.4.3 promotes violence;
  - 8.4.4 promotes or assists in any form of unlawful activity;
  - 8.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 8.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 8.4.7 is calculated or is otherwise likely to deceive another person;
  - 8.4.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
  - 8.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 8.4);
  - 8.4.10 implies any form of affiliation with Us where none exists;
  - 8.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
  - 8.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 8.5 The content restrictions in sub-Clause 8.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 8.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

## **9. Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## **10. Advertising**

We may feature advertising on Our Site. We are not responsible for the content of

any advertising on Our Site. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising on Our Site including, but not limited to, any errors, inaccuracies, or omissions.

## **11. Disclaimers and Legal Rights**

- 11.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to any opinion or advice offered in any other user's posts.
- 11.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 11.3 If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, as a consumer you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 11.4 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.
- 11.5 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any Posts submitted by Users. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions, views, or values in any way.

## **12. Our Liability**

- 12.1 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is in the form of Posts submitted by Users) included on Our Site.
- 12.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content (including Posts) included on Our Site.
- 12.3 **[Our Site is intended for non-commercial use only.]** If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 12.4 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware, however subject to sub-Clause 11.3, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content (including any provided in Posts) from it) or any other site referred to on Our Site.

- 12.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 12.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

### **13. Viruses, Malware and Security**

- 13.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 13.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 13.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 13.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 13.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 13.6 By breaching the provisions of sub-Clauses 13.3 to 13.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

### **14. Privacy and Cookies**

Use of Our Site is also governed by Our Cookie and Privacy Policies, available from <https://www.hookybaptist.org.uk/policies/>. These policies are incorporated into these Terms and Conditions by this reference.

### **15. Data Protection**

- 15.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions UK data protection law.
- 15.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy and Cookie Policy at <https://www.hookybaptist.org.uk/policies/>.

## **16. Communications from Us**

- 16.1 If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, and changes to your Account.
- 16.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link.
- 16.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at [webadmin@hookybaptist.org.u](mailto:webadmin@hookybaptist.org.u) or via our Contact Us page.

## **17. Changes to these Terms and Conditions**

- 17.1 We may alter these Terms and Conditions at any time. [If We do so, details of the changes will be highlighted at the top of this page.] Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 17.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## **18. Contacting Us**

To contact Us, please email Us at [webadmin@hookybaptist.org.uk](mailto:webadmin@hookybaptist.org.uk) or using any of the methods provided on Our contact page at <https://hookbaptist.org.uk/contact-us/> .

## **19. Law and Jurisdiction**

- 19.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 19.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 19.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 19.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the non exclusive jurisdiction of the courts of England & Wales.