



# Otter Vale Mission Community Website Terms and Conditions

These are the general Terms and Conditions which govern your use of the Otter Vale Mission Community (OVMC) website. Please read these Terms and Conditions carefully. If you do not want to be bound by these Terms and Conditions, you should not continue to use or access this website.

## Information about us

This website is operated by the Otter Vale Mission Community, a team of 12 churches in the Otter Vale of East Devon. The website is hosted by [Krystal Hosting](#) in the UK.

## Other applicable terms

Our [Privacy Policy](#) and [Cookie Policy](#) also apply to your use of our site and sets out the terms on which we process any personal data we collect from you, or that you provide to us, with details about the cookies used by our site. By using our site, you consent to the processing of your personal data and you confirm that all data provided by you is accurate and where necessary will be amended and kept up to date. In addition, you confirm where you have supplied personal data of third parties that you have their consent and that you will similarly ensure the personal data you have provided is accurate and kept up to date.

## 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.

## Changes to our site

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## Accessing our site

Every effort is made to keep this site and any associated support up and running smoothly. However, we do not guarantee that our site, or any contents, will always be available, uninterrupted or that support will be available. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice.

We will not be liable to you if for any reason our site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

## **Reliance on information posted**

Any information posted on our site is not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## **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.

## **When you visit this website**

When you visit this website, your IP address, browser and version, operating system and the site you came from are stored in a web server log file, which is standard procedure unless you use a Virtual Private Network. This information is only used to generate visitor statistics. Log files do not contain any other personal information. The log files are automatically deleted after one month.

## **Links to other websites**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. The inclusion of any links to other websites does not imply a recommendation or endorsement of the views expressed on those websites. You follow such links entirely at your own risk.

## **Linking to our website**

You may link to our website, 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 on any website from any website you do not have permission to link from. We reserve the right to withdraw linking permission without notice.

## **Our liability**

The information above is relevant only to the Otter Vale Mission Community website. We are not responsible for the content or privacy practices of third party web sites that may be linked to our web pages. 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 in 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 them, or on any website linked to them. We assume no responsibility for the content of websites linked to 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.

## **Viruses**

You may link to our website, 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 on any website from any website you do not have permission to link from. We reserve the right to withdraw linking permission without notice.

## **Prohibited uses**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to cause harm in any way including to people, especially minors, animals or property.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Apart from as set out in this policy not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of this policy.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;

- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

## **Accessibility**

We are committed to making this site accessible to all and have included a number of features to assist with accessibility. We are aiming to meet the technical standards set out by the World Wide Web Consortium in their Web Content Accessibility Guidelines (WCAG) 2.0. to make this site accessible and to comply with the statutory obligations of the Equality Act 2010.

## **Suspension and termination**

If in our absolute discretion, there is any inappropriate use of our site by you we may take such action as we deem appropriate including withdrawal of your right to use our site and if appropriate, legal proceedings.

We exclude liability for actions taken in response to inappropriate use of the site and any breaches of this policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **Applicable law**

Please note that this policy, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.