Terms & Conditions

OWNERSHIP

This website "the Website" is the website of St. John the Baptist Church Egglescliffe.

The terms "us", "we", "our", 'Church" or "owners" refers to "St. John the Baptist Church Egglescliffe".

"You" refers to the user or viewer of this website.

Unless specifically stated otherwise, we are not responsible for the information relating to the Church on the Website and make no warranty in respect of its timeliness, accuracy or availability. The information provided is subject to our PRIVACY POLICY which you should read before accessing it.

LEGAL AGREEMENT

WEBSITE

By entering the Website, you are agreeing to comply and be bound by the following terms of service and use, without limitation or qualification, the terms and conditions set out below "the Terms" without modification. Please review the following terms in their entirety and ensure their comprehension before using and viewing this web site. If you do not wish to be bound by the Terms you should not access or use the Website. We may modify the Terms in our absolute discretion from time to time without individual notice to you. You will be deemed to have accepted any modifications if you continue to use the Website after they have been posted.

INTELLECTUAL PROPERTY RIGHTS

The Website, and all the information & content, including text content, graphics, layouts, and all source code, belong to the owners of the Website. This term is protected by intellectual property rights and copyright law. Copying, redistribution, use or publication either for free or for monetary gain is strictly prohibited. Some of the content on the site is the copyrighted and licensed work of third parties.

You may view the Website on your computer screen and print its contents on your printer for your personal and non-commercial use only. For the avoidance of doubt, anything printed will form part of the Content.

Without our written consent, you may not use, transfer, copy or reproduce any part of the Content, the Website or its source HTML code in whole or in part, in any form or by any means, electronic, mechanical or otherwise, except for the sole purpose of viewing its content. This includes electronic reproduction by uploading or downloading. You warrant that it is legal for you to view the Website in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction, in viewing or using the Content.

USING THE WEBSITE

Wherever you are asked to provide information in connection with the Website, you agree to provide true, accurate, current and complete details. You are not obliged to provide the church with any optional information requested.

You agree:

- not to, impersonate another person or use a false name or a name you are unauthorised to use, or create a false identity or origin or e-mail address or try to mislead us or others as to your identity or origin of any communications or to supply inaccurate or unreliable contact information.
- not to, make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect information about others (such as names and addresses) without their prior consent.
- not to, damage, interfere with or disrupt access to the Website or do anything that might restrict its functionality.
- not to, modify, access or make available data stored on a computer or device that you access via the Website, when the owner of the data, computer or device has attempted to prevent you from doing this or the owner has stated you do not do this.
- not to, falsify the true ownership of software or other material or information contained in a file made available via the Website.
- not to, use the Website in any way to send unsolicited (commercial or otherwise) e-mail "Spam" or any material for marketing or publicity purposes, or any similar abuse.
- not to, publish, post, distribute, disseminate or otherwise transmit, defamatory offensive, infringing, obscene, indecent or other unlawful or objectionable material or information.
- not to, make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, trojan horses, worms, or any other harmful software.
- not to, obtain or attempt to obtain unauthorised access, through whatever means, to the Website.
- by using our Website you agree that we can place cookies on your device.

NO UNLAWFUL OR PROHIBITED USE

Unauthorised use of this Website or its contents may give rise to a claim for damages and/or be a criminal offence enforceable by local and international law.

OUR USE OF YOUR PERSONAL DETAILS

Please see our **PRIVACY POLICY**

LIABILITY DISCLAIMER

You agree that you use the Website entirely at your own risk.

In preparing this Website, we have endeavoured to offer current, correct and clearlyexpressed information. However, we cannot guarantee that the information will be accurate, complete or current at all times. The content of this Website in its entirety is subject to change without notice. Its purpose is for your general information only. We do not guarantee the accuracy, timeliness, performance, completeness, or suitability of the content and information found on this site for any purpose. We accept no liability for any reliance placed by any person on the information. You acknowledge that errors or inaccuracies may exist, and that the owners of the site are in no way liable for any such errors.

We shall not be liable for any damages whatever, including but without limitation to damages for loss of use, data or profits, arising out of the use or performance or use of and viewing of information on this website. The provision of or failure to provide services, or for any information obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, or otherwise, without limitation, even if we have been advised of the possibility of damage.

THIRD-PARTY CONTENT AND LINKS

The owners of the site are not responsible and hold no liability for third-party content that may be posted on the site by end users, or for content that is linked to from this Website including other websites. These links are provided for your convenience. When you activate one of them, you will leave the Website. We have no control over, and will accept no responsibility for or liability in respect of, material on any website that is not under our control.

The inclusion of links to Third Party Websites does not imply any endorsement of the material on them or any association with their operators.

If you are dissatisfied with any portion of the Website, or with any of these terms of use, your sole remedy, except as specifically provided in these terms, is to stop using the Website.

Notwithstanding anything in these terms the church does not disclaim liability for death or injury caused by its own negligence.

AVAILABILITY

We reserve the right to restrict access to certain areas of the Website at our own discretion, modify or remove any information or material on the Website, temporarily or permanently, your access to or use of the Website without warning and without prejudice to any other accrued rights, or make available information or material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations. If a username and password, or any other access credentials, are provided to you as the end user, it is your responsibility to keep such information confidential.

VIRUS PROTECTION AND COMPATIBILITY

While certain precautions have been taken to detect computer viruses and ensure security, we cannot guarantee that the Website is virus-free and secure.

We shall not be liable for any loss or damage that occurs as a result of any virus or breach of security. We give no warranties as to the compatibility of the Website with your computer systems, software or hardware.

MONITORING

We reserve the right to monitor and track your visits to the Website.

GENERAL

Unless otherwise specified, the Website is directed solely at those who access it from the United Kingdom. Those who choose to access the Website from locations outside the United Kingdom are responsible for compliance with local laws if and to the extent local laws apply. A failure or delay by the Church in enforcing compliance with these Terms shall not be a waiver of that or any other provision of these Terms.

None of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable, it shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

These Terms constitute the entire agreement between you and the Church as to your use of the Website and shall supersede any prior agreement or representation in that regard.

The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

All notices to be given by either of us to the other under or in connection with these Terms shall be deemed sufficiently given when forwarded by e-mail or facsimile transmission in each case addressed to you at the e-mail address or facsimile number you have given us or to us at the e-mail address or facsimile number displayed on the Website.

English law governs these terms and conditions. You submit to the non-exclusive jurisdiction of the English courts.

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