

Terms and Conditions of Use of canalrivertrust.org.uk

LAST UPDATED: 12 July 2012

1 Introduction

1.1 These Terms and Conditions of Use set out the rights and obligations of :

- a) users of the canalrivertrust.org.uk website (“user”, “you”, “your”); and
- b) those of the Canal & River Trust, whose Head Office is at Canal & River Trust, First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB. (“The Trust”, “we”, “us” or “our”)

in relation to the canalrivertrust.org.uk website (“the Site”) and the services provided by The Trust through it.

1.2 Your use of the Site is subject to these Terms and Conditions of Use and the additional Terms and Conditions of Use of data held by The Trust on the Site and by using the Site you are deemed to understand and accept these Terms and Conditions of Use. If you do not accept these Terms and Conditions of Use, please do not use the Site.

1.3 In addition to these Terms and Conditions of Use, you agree to abide by the Terms and Conditions of Use of data held by The Trust on the canalrivertrust.org.uk website in relation to the downloading of data from the Site.

1.4 Terms and Conditions relating to text donations can be found at <http://canalrivertrust.org.uk/media/library/1341.pdf>

2 Information, Accuracy and Availability

2.1 We aim to update the Site regularly, and may change the content at any time. If the need arises, we may suspend access to the Site, or close it indefinitely. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

2.2 Whilst The Trust makes every effort to present accurate and reliable material and information on the Site, it does not endorse, approve or certify any material and information on the Site as true or accurate, nor do we guarantee or warrant the completeness, efficacy or timeliness of such material and information. Reference to any product, process or service does not constitute nor imply endorsement or recommendation from The Trust unless expressly stated. Accordingly The Trust does not accept any liability arising from any inaccuracy or omission in the information provided.

2.3 Prices and details of products and services referred to on the Site are subject to change without notice. All products and services are subject to availability and The Trust gives no guarantees in this regard.

2.4 Your use of the Site is entirely at your own risk.

3 Links to Other Websites

3.1 At certain places on the Site, hypertext links are provided to enable you to directly access other third party websites. These third party websites will contain material or information created, published and maintained by organisations independent of The Trust and may offer goods or services for sale. The Trust does not endorse, approve, certify or control these external sites, nor any product or service referred to on them and consequently does not guarantee the accuracy, completeness, efficacy, or timeliness of any material and information appearing on such websites or the quality of any goods or services for sale.

3.2 The Trust assumes no responsibility for any consequences resulting from the use of any material and information displayed or posted on such third party websites and expressly disclaims all liability for damage arising out of the use, reference to, or reliance upon such information. Your use of third party websites and resources is at your own risk.

3.3 All purchases made through such third party websites will be subject to the third party's own conditions of sale and at no time is The Trust acting in the capacity of either agent, partner or otherwise for such third parties.

4 Privacy Policy

4.1 The Privacy Policy for the Site forms part of these Terms and Conditions of Use, and in accepting these Terms and Conditions of Use you also give your consent to our use of cookies and the way in which your personal data is handled, which will be in accordance with our [Privacy Policy](#).

4.2 You accept that, due to the nature of the World Wide Web, any posting on the Site (whether or not containing personal information) is accessible to Internet users around the world.

4.3 The Trust is not responsible for the privacy practices of any third party websites which are referred to on or linked to or from the Site. You accept that when you leave the Site, whether by clicking on a displayed link to a third party website or otherwise, the Privacy Policy for the Site ceases to apply. The Trust encourages you to read the privacy policies of each and every website you visit that collects personal information.

5 Use of the Site

5.1 In using the Site you must not:

5.1.1 use your access to the Site, or information gathered from it, for the sending of unsolicited bulk email (sometimes referred to as "spam");

5.1.2 use the Site for any fraudulent or unlawful purpose;

5.1.3 use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including, without limitation, others' privacy or rights of publicity;

5.1.4 impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site or The Trust or express or imply that we endorse any statement you make;

5.1.5 interfere with or disrupt the operation of the Site or the servers or networks used to make the site available; or violate any requirements, procedures, policies or regulations of such networks;

5.1.6 transmit or otherwise make available in connection with the Site any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;

5.1.7 reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of or access to the Site without clear accreditation to The Trust and the Site and without complying with the Terms and Conditions of Use of data held by British Waterways on canalrivertrust.org.uk;

5.1.8 modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site. If you wish to reverse engineer any part of the Site you must contact us and we may provide interface data subject to verification of your identity and other information;

5.1.9 remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the site;

5.1.10 frame or mirror any part of the Site without our express prior written consent;

5.1.11 create a database by systematically downloading and storing content from the Site;

5.1.12 use any manual or automatic device in any way to gather the Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.

5.2 You must ensure that any material which you post on the Site or any activity or communication which you make in connection with any service provided by the Site, will not be capable of:

5.2.1 infringing the intellectual property or other rights of any person or entity;

5.2.2 breaching any applicable law; or

5.2.3 appearing to be offensive, threatening, obscene, pornographic, false, unreliable or misleading.

5.3 The Trust reserves the right to, at any time, suspend or terminate your access to the Site, or parts of it.

5.4 Once your access has been suspended or terminated you must not re-access the Site without our prior consent.

6 Alerting The Trust

If you see anything on the Site which appears to infringe these Terms and Conditions of Use, please contact us to inform us of it by either writing to us at Canal & River Trust, First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB, emailing us at: customer.services@canalrivertrust.org.uk or telephoning us on 0303 040 4040. We may not monitor all material contributed by users before it is placed on the Site and so we are reliant upon users to point out material which infringes these Terms and Conditions of Use.

7 Withdrawal of Material and Termination of Use

Without obligation, The Trust reserves the right to withdraw or modify any aspect of the Site for whatever reason, whether legal, technical or otherwise. This includes the right to withdraw or modify any material posted on the Site which appears, whether based on information received from users or on our own determination, to be capable of breaching any part of these Terms and Conditions of Use, or to bring The Trust or the Site into disrepute. Notwithstanding the foregoing, The Trust does not accept any responsibility for any third party material posted on the website.

8 Intellectual Property

8.1 You acknowledge that all copyright, trademarks and other intellectual property rights in and relating to The Trust and the Site (including any material contributed by users) are owned by The Trust or third parties.

8.2 You must not copy, distribute, show in public or create any derivative work from the Site save in accordance with Terms and Conditions of Use of data held by The Trust on the Site. Where permission is needed, this may be sought by either writing to us at Canal & River Trust, First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB, emailing us at: customer.services@canalrivertrust.org.uk or telephoning us on 0303 040 4040.

8.3 By submitting material to The Trust, you:

8.3.1 are representing that you are fully entitled to do so;

8.3.2 grant us a worldwide, non-exclusive, royalty-free, perpetual, non-terminable licence to use, copy, modify, distribute, show in public and create or derive works from that material in any form; and

8.3.3 authorise us to adapt the relevant material, and so waive your moral rights to object to any derogatory treatment, or to be identified as the author of the material in question.

9 Exclusion of Loss

9.1 To the maximum extent permitted by law, we expressly exclude all conditions, warranties and other terms that might otherwise be implied by law into these Terms and Conditions of Use.

9.2 The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, special or consequential damages, loss of data, income, profit, revenue, business, goodwill, management time, reputation or anticipated savings, loss of or damage to property and claims of third parties, howsoever caused (whether arising out of any negligence or breach of these Terms and Conditions of Use or otherwise).

9.3 The Trust will not be liable for any failure to perform its obligations under these Terms and Conditions of Use caused by matters beyond its control, howsoever arising.

10 Non-excluded Liabilities

Nothing in these Terms and Conditions of Use limit The Trust's liability for death or personal injury resulting from our negligence or that of its directors, contractors, employees or agents, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which may not be lawfully excluded. Any statutory rights you may have as a consumer remain unaffected by these Terms and Conditions of Use.

11 Indemnity

You agree to indemnify us and keep us indemnified against all losses, liabilities, claims and expenses that may arise from any breach of these Terms and Conditions of Use by you.

12 Assignment

The Trust reserves the right to assign these Terms and Conditions of Use and to assign or subcontract all or any of our rights and obligations under these Terms and Conditions of Use. You may not without the written consent of The Trust assign or dispose of these Terms and Conditions of Use.

13 Variations to these Terms and Conditions of Use

The Trust reserves the right to vary these Terms and Conditions of Use from time to time. Such variations will take effect immediately upon the posting of the varied Terms and Conditions of Use upon the Site. In continuing to use the Site, you are deemed to accept such variations. You can determine when we last changed these Terms and Conditions of Use by referring to the 'LAST UPDATED' statement above.

14 Entire Agreement and Third Party Rights

These Terms and Conditions of Use include our [Privacy Policy](#) and Terms and Conditions of Use of data held by British Waterways on the Site. Together they represent the whole agreement between us and you concerning the Site and they replace all earlier agreements and understandings between you and us. Any person who is not a party to any agreement formed under these Terms and Conditions of Use has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any terms of these Terms and Conditions of Use.

15 Severability

In the event that any term of these Terms and Conditions of Use is held to be invalid or unenforceable by a court of appropriate jurisdiction, the remaining Terms and Conditions of Use shall remain valid and enforceable.

16 Headings

Headings used in these Terms and Conditions of Use are for convenience only and shall not affect their interpretation.

17 Law

These Terms and Conditions of Use and any disputes arising in relation thereto shall be governed and construed in accordance with the law of England and Wales. Any dispute arising between us and you shall be subject to the exclusive jurisdiction of the English courts save that nothing in this paragraph shall prevent or restrict either of us or you from pursuing injunctive relief from courts in other jurisdictions in respect of which either of us or you might otherwise be entitled.

18 Language

In the event of any conflict or inconsistency between the terms of the English version of these Terms and Conditions of Use and any translation, whether provided by The Trust or otherwise, the English version of the Terms of Conditions of Use shall prevail.

All contracts to be entered into via the Site will be in English.