

## 1. Introduction

Please do not use this website if you do not agree with these terms and conditions.

1. Please read these terms and conditions carefully before using the [www.middlesbroughandstocktonmind.org.uk](http://www.middlesbroughandstocktonmind.org.uk) ("Website") which is operated by Middlesbrough Mind Limited ("We"/"Us"). By accessing or using the Website you agree to be legally bound by these terms and conditions as they may be modified and posted from time to time.
2. Without prejudice to the above, by using the Website, you accept and agree to these terms and conditions of use as they apply to your use of the Website.

## 2. Information you provide to Us

1. All registration data and information relating to you is subject to our Website Privacy Policy.
2. In addition, the following also applies to all messages, e-mails, bulletin board postings, ideas, suggestions, concepts or other material submitted by you to Us ("Content"): you must own or have the right to submit Content for publication on the Website and all Content submitted by you must be legal, honest, decent and truthful and comply with all applicable laws, regulations, standards or codes of practice; and you must ensure that all Content submitted to Us does not infringe copyright, design, privacy, publicity, data protection, trade mark or any other rights of any third party, nor be obscene, abusive, threatening, libelous or defamatory of any person; and must ensure that the Content does not advertise or otherwise solicit for funds or is a solicitation for goods or services; We have the right to monitor Content and may edit, reject or remove Content if We believe it does not comply with the above and, in particular, We reserve the right to block incoming e-mails and other Content if We believe that their content is or may be inappropriate or otherwise does not comply with the above.
3. You grant Us a non-exclusive, perpetual, irrevocable, royalty free, world-wide license to publish all Content which you submit to Us except any portion of the Content which is Personal Information (as defined in our Website Privacy Policy).
4. You have sole responsibility for the Content which you submit to Us and you shall indemnify and shall keep Us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and other pecuniary or consequential loss (including legal costs and expenses) suffered or incurred by Us and arising directly or indirectly out of the publication of Content submitted by you to Us.
5. You warrant and undertake that you will not use the Website for any purpose that is illegal or prohibited by these terms and conditions, including without limitation the posting or transmitting of any libelous, defamatory; inflammatory or obscene material. If you breach these terms and conditions then your permission to use this Website terminates immediately without the necessity of any notice being given to you. We retain the right to deny access to any person who fails to comply with these terms and conditions.

## 3. Modifications and alterations to the Website

1. We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of the Website, the content or services or products available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content, our provision of new

products or services, or resources shall be subject to these terms and conditions.

2. Please note that the Website may contain typographical errors or other inaccuracies.

#### 4. Security

You are solely responsible in all respects for all use of, and for protecting the confidentiality of, any email verification number and password that may be given to you or selected by you for use on the Website. You may not share these with or transfer them to any third parties. You must notify Us immediately of any unauthorised use of them or any other breach of security regarding the Website which comes to your attention.

#### 5. Applicability of Online Materials

1. Unless otherwise specified all content and materials published on the Website are presented solely for your private, personal and non-commercial use.
2. The Website is controlled and operated by Us from our offices in England. We make no representations that the materials on the Website are appropriate or available for use in other locations. Those who visit the Website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of this Website and/or viewing of it, or use of any material or content on the Website or services, or products offered through the Website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use the Website and you must exit immediately.
3. Where content published on the Website is supplied by third parties, you understand that We do not control or endorse their content in any way. All such content which is offered by third parties that are not affiliated with or otherwise connected with Us, is published in good faith but We do not in any circumstances accept responsibility for the accuracy or otherwise of such content published (on or off-line) and the use of such content.

#### 6. Limitation of Liability

1. All content, materials and information on the Website are provided on an "as is" basis and you assume total responsibility and risk for your use of the Website and use of all information contained within it.
2. To the fullest extent permissible by applicable law, We do not make any express or implied warranties, representations or endorsements whatsoever with regard to the Website or any information, service or product provided through the Website.
3. To the fullest extent permitted by applicable law, We accept no liability for any loss or damage of any nature whatsoever and howsoever arising out of or in connection with the viewing, use or performance of the Website or its contents whether due to inaccuracy, error, omission or any other cause and whether on the part of Middlesbrough Mind Limited or our servants, agents or any other person or entity.
4. If We are liable to you for any reason (other than death or personal injury arising from our negligence), our liability will be limited to £100.
5. Notwithstanding any other provision of these terms and conditions, Middlesbrough Mind Limited does not attempt to exclude or limit its liability for death or personal injury resulting from its negligence in any way.
6. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Website and is compatible with the Website. You also understand that We cannot and do not guarantee or warrant that any material available for downloading from the Website will be

free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for taking sufficient precautions and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

7. Intellectual Property Rights and Restrictions on Use

The contents of the Website are protected by intellectual property rights. The owner of these rights is Middlesbrough Mind Limited, its affiliates, or other third party licensors. All product and company names and logos mentioned in the Website may be the trade marks, service marks or trading names of their respective owners, including Us. You may print individual pages of content on paper (but not photocopy them) only for the purposes of making use of our service but otherwise you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent except in order to complete any survey or questionnaire.

8. Linked Sites: We make no representations whatsoever about any other websites which you may access through the Website or which may link to the Website. When you access any other website you understand that it is independent from [www.middlesbroughandstocktonmind.org.uk](http://www.middlesbroughandstocktonmind.org.uk) and that We have no control over the content or availability of that website. In addition, a link to any other site does not mean that We endorse or accept any responsibility for the content, or the use of, such a website and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its respective site administrator or web master.

9. Availability of the Website

We will try to make the Website available but cannot guarantee that the Website will operate continuously or without interruptions or be error free. You must not attempt to interfere with the proper working of the Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, Website, router or any other Internet connected device.

10. General

1. We may assign or subcontract any or all of our rights and obligations under these terms and conditions.
2. We may alter these terms and conditions from time to time and post the new version on the Website, following which all use of the Website will be governed by that version.
3. If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from them and shall be deemed to be deleted from them.
4. Any failure or delay by Us enforcing an obligation or exercising a right, under this Agreement, does not amount to a waiver of that obligation or right or any other obligation or right.
5. You acknowledge that they have not entered into these terms and conditions in reliance on any statement or representation, except in so far as the representation has been incorporated into these terms and conditions. You irrevocably and unconditionally waive any right you may have to claim damages and/or to rescind these terms and conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) not contained in these terms and conditions.

6. These terms and conditions and your use of the Website are governed by English law and you agree to submit to the non-exclusive jurisdiction of the English court.
11. Notices: All notices shall be given by e-mail to Us at [info@middlesbroughandstocktonmind.org.uk](mailto:info@middlesbroughandstocktonmind.org.uk), or to you at either the e-mail or postal address you provide to Us. A notice will be deemed received 24 hours after an e-mail is sent or 3 days after the date of posting.