

Hants & Berks Motor Club Ltd

Website Terms & Conditions

1. Definitions:

Under these Terms and Conditions, the term **Website** signifies all web pages and sub-web pages under the domain name www.hantsandberksmc.org.uk

The term **Club** signifies the Hants & Berks Motor Club Limited, the owner of this Website whose registered address is 3 Beech Road, Clanfield, Hampshire, PO8 0LH, England, and company registered number is 02180026.

The term **Content** signifies all, but not limited to, text, documents, photographs, videos, music, software, web page design, layout and graphics, and other such material available to view or download on this Website, or information presented through the Website by the Club.

The term **User** or **Users** signifies any third party that accesses, uses or browses this Website.

2. Conditions of use:

The use of this Website is subject to the following terms and conditions which, along with the Club privacy policy, applies between the Club, the owner and operator of this Website, and you, the User of the Website. Please read these terms and conditions carefully as they affect your legal rights. If you, the User, continues to use and browse this Website you are agreeing to comply with and be bound by the following terms and conditions. If you, the User, do not agree to be bound by any part of these terms and conditions you should stop using the Website immediately.

- a) The Club has the right to edit, modify and change its terms and conditions at any time without notice. These terms and conditions are an agreement between the Club and the User and this edition supersedes and replaces all prior agreements regarding the use of this Website.
- b) Any views, opinions or comments expressed within this Website do not necessarily reflect the policy of the Club and its members.
- c) The Club makes no warranty that the Website and its Contents will meet the Users requirements or expectations.
- d) The User must be at least 13 years of age to use or browse this Website. By using this Website, you warrant that you are at least 13 years of age and you may legally adhere to the terms and conditions. The Club assumes no responsibility for liabilities related to age misrepresentation. The User acknowledges and agrees that the Club assumes no responsibility for the nature or content contained within the Website, and disclaims all liability in respect of such nature or content.
- e) Whilst every effort is made to ensure the Website is running uninterrupted, the Club makes no warranty for, or will not be liable for, the Website being temporary unavailable as a result of technical issues beyond our control.
- f) Whilst the Club endeavours to ensure the Website and its Content is up to date and correct, the Club makes no warranty of any kind regarding the completeness, accuracy, reliability, suitability or availability with respect to the Website or its Contents, including, but not limited to, products or services contained within the Website. The User acknowledges and agrees that such information may contain inaccuracies or errors and the Club expressly excludes liability for any such inaccuracies or errors to the fullest extent of the law. Any reliance made by the User on such information is therefore strictly at the Users own risk.
- g) In no event will the Club be responsible or liable, directly or indirectly, for any loss or damage caused, or alleged to have caused, in connection with this Website and its Content. The User acknowledges and agrees that all Content viewed or downloaded is at the Users own risk. The User further acknowledges and agrees that the Club shall not be responsible or liable, directly or indirectly, for any loss or damage caused, or alleged to have caused, by or in connection with any such content, products or services available on, or through this Website.
- h) Third-party Content published on this Website is done so with the consent of the owner and displayed free of charge (except where otherwise stated) solely for illustrative or informative purposes. It is not intended to and does not establish a business, contractual or employment relationship with the Club. Content received for publication on the Website may be

reformatted or edited at the discretion of the Club to suit the requirements or limitations of the Website. Content published is for general information use only and is subject to change or removal at any time without notice. The Club has the right to remove any Content that violates its terms and conditions, or which is otherwise in its opinion, considered objectionable.

- i) The User acknowledges and agrees that all Content is owned by or licenced to the Club and protected by the Club's copyright or other proprietary rights and laws.
- j) The User is permitted to view, download, copy or print Content from this Website for personal and non-commercial use only. Unless written consent is given by a member of the Club Committee, the User is expressly prohibited from reproducing, republishing, uploading, posting, transmitting, selling, renting, licencing, or sub-licensing Content, in whole or in part, through a third-party website, media platform, document or publication, or for commercial purposes, not associated with the Club.
- k) Throughout this Website links to third-party websites have been provided. The inclusion of third-party website links is meant solely as a convenience or additional resource to the User and does not necessarily imply a recommendation or endorsement by the Club including, but not limited to, any views, opinions or comments expressed within them. The Club has no control over the nature, content, security and availability of those websites linked, the User thereby acknowledges and agrees that accessing third-party links is at the Users own risk. The User further acknowledges and agrees that the Club shall not be responsible or liable, directly or indirectly, for any loss or damage caused, or alleged to have caused, by or in connection with any such content, products or services available on or through third-party links or third-party websites. Any concerns regarding third-party links should be directed to a member of the Club Committee.
- l) Our Website is hosted on the Wix.com platform which provides the Club with the online platform to display its products and services to you, the User. Through our host, our Website uses cookies to analyse Website usage and enhance site navigation. If the User agrees to the storing of cookies on their device, then personal browsing data may be collected and processed through Wix.com's data storage, databases and the general Wix.com applications on secure servers behind a firewall.
- m) Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence.
- n) Any dispute arising out of the use of this Website is subject to the laws of England and Wales.

3. UK copywrite statement:

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- a) You, the User, may print or download to a local hard disk extracts for your personal and non-commercial use only.
- b) You, the user, may copy the Contents to individual third-parties for their personal use, but only if you acknowledge the Website as the source of the material.
- c) You the User, may not, except with the Club's written permission, distribute or commercially exploit the Website or its Content, nor may you, the User, transmit it or store the Website or its Content on any third-party website or electronic retrieval system.

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Website Terms & Conditions - effective from 1st January 2025

This policy will be communicated to all Club members. Policy to be reviewed annually.