

# ACTIVE ESSEX TERMS AND CONDITIONS

These Terms and Conditions together with the privacy policy shall, at all times, govern your access and use of this website together with the materials (defined below) available to you in connection with all Active Essex owned web sites. These terms shall also govern the viewing and/or downloading of any materials available via our websites.

Please read these Terms and Conditions carefully. Should you not accept any of the stated Terms and Conditions in full, you do not have permission to access the contents of this website and therefore should cease using this website immediately.

Active Essex may from time to time alter these Terms and Conditions in order to improve our services. It is recommended that you frequently check this document for any changes that may occur.

This document can be considered to cover all departments and services provided by Active Essex. These include but are not limited to Active Essex, Active Essex Coaching and Active Essex Volunteering.

## 1. Content disclaimer

The information on our web pages is provided as part of the service we offer as Active Essex.

Every effort has been made to ensure the accuracy of the information contained in these pages. Active Essex and its servants or agents shall not at any time, in any circumstances, be held responsible or liable to any party in respect of any loss, damage or costs of any nature arising directly or indirectly from reliance placed on the material in these pages, or any other guidelines or policies issued by Active Essex. Visitors who rely on this information do so at their own risk.

All liability for loss, disappointment, negligence or other damage caused in the event of the bankruptcy or liquidation or cessation of trade of any company, individual or firm mentioned is hereby excluded.

Additionally, no adverse inference should necessarily be drawn from the fact that any organisation or person or other information has been omitted from these pages. The content of all owned site pages being determined at the sole discretion Active Essex. Active Essex is not responsible for the content or reliability of linked web sites. Listing should not be taken as endorsement of any kind. We cannot guarantee that these links will work all of the time and we have no control over the availability and/or the security of pages.

## 2. Security

By using any Active Essex owned sites you are agreeing that:

- You will not harm or attempt to harm the integrity, security and/or availability of all Active Essex owned websites
- You agree to fully indemnify Active Essex against all liabilities (including but not limited to legal and other professional fees and expenses) which Active Essex may incur in connection with a breach of these Terms and Conditions
- You accept full responsibility for any loss or damage of any kind resulting from your conduct
- Active Essex may terminate your right to use our sites or services, within reason and at any time without notice

## 3. Intellectual property rights in the material

The intellectual property rights in the material shall vest in and remain within Active Essex. Active Essex websites and the materials have been made available to you for non-commercial use. No commercial use of the materials is permitted. You must not sell, distribute, republish or otherwise make the materials available to anyone else for commercial purposes without the prior written consent of Active Essex.

#### **4. Privacy and Cookies**

Active Essex is committed to protecting your privacy in accordance with the Data Protection Act 1998. Please see our Privacy and Cookies Policy for further information

#### **5. Hyperlinking to Active Essex owned sites**

You do not have to ask permission to link directly to pages hosted on our sites. We do not object to you linking directly to the information hosted on our sites. However, we do not permit the use of our logo as a link without prior permission or our pages to be loaded into frames on your site. Active Essex owned sites must load into the user's entire browser window.

#### **6. Website disclaimer**

Active Essex owned websites and material relating to information, products and services (or to third party information, products and services) are provided 'as is', without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. We do not warrant that the functions contained in the material on this site will be uninterrupted or error free, that defects will be corrected, or that this site or server that makes it available are free of viruses or represent the full functionality, accuracy, reliability of the materials. In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of data or profits arising out of or in connection with the use of any Active Essex sites.

If any of these Terms and Conditions should be determined to be illegal, invalid, or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions is are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Should you not accept these Terms and Conditions in full, you do not have permission to access the contents of this website and therefore should cease using this website immediately.

#### **8. Activity Finder**

The information contained in the Active Essex activity finder has been provided by clubs. It is the responsibility of each club to ensure that information relating to their club remains up to date. Active Essex is not responsible for the accuracy of information provided by clubs and accepts no liability relating to any information contained on the

site. It is recommended that you contact a club directly in order to establish specific opportunities available.

## 7. Further information

If you require any further information regarding these Terms and Conditions, please contact:

[Administration@Activeessex.org](mailto:Administration@Activeessex.org)