



# THE SALISBURY FLORILEGIUM SOCIETY

## Website Use - Terms and Conditions

Please read these terms and conditions carefully

This terms of use document (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.salisburyflorilegium.org](http://www.salisburyflorilegium.org) ("our site"), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully as these will apply to your use of our site.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you should not use our site.

### Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our site:

Our **Privacy Policy**, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Our **Cookie Policy**, which sets out information about the cookies on our site.

### Information about us

salisburyflorilegium.org is a site operated by the Salisbury Florilegium Society ("We"). The Salisbury Florilegium Society is an unregistered art club and is governed by a constitution and rules. We are not registered as a charity nor with Her Majesty's Revenue and Customs.

Mail should be sent to 2 Burford Avenue, Salisbury, SP2 8AG.

We may revise these terms of use at any time by amending this page.

### Changes to our site

We will update our site, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### Accessing our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site and will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### Acceptable use

You may use our site only for lawful purposes.

- You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- You also agree:
  - Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
  - Not to access without authority, interfere with, damage or disrupt:
    - ❖ any part of our site;
    - ❖ any equipment or network on which our site is stored;
    - ❖ any software used in the provision of our site; or
    - ❖ any equipment or network or software owned or used by any third party.
- **Suspension and termination** We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

### **Your account and password**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [salisburyflorilegiumsociety@gmail.com](mailto:salisburyflorilegiumsociety@gmail.com).

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **No reliance on information**

The content on our site is provided for general information only.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

### **Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.
- If you are a business user, please note that in particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

If you are a non-business user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods for use by you, which will be set out in our Terms and conditions of supply.

### **Uploading content to our site**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. [If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.]

Any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in these Website Use Terms and Conditions.

The views expressed by other users on our site do not necessarily represent our views or values.

### **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer software and platform in order to access our site. We strongly recommend you adopt the use of virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching these provisions, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You should not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You should not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these Website Use Terms and Conditions.

If you wish to make any use of content on our site other than that set out above, please contact [salisburyflorilegiumsociety@gmail.com](mailto:salisburyflorilegiumsociety@gmail.com) .

### **Third party links and resources in our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

### **Applicable law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Contact us**

To contact us, please email [salisburyflorilegiumsociety@gmail.com](mailto:salisburyflorilegiumsociety@gmail.com).

Thank you for visiting our site.