



Terms and Conditions of Use of Website

Updated December 2022

Description of the Service

Chrysalis Club Tynedale (CIO 1166770) provides activity sessions for people living with dementia or memory problems. It is not necessary to have a diagnosis to use our service. It also offers support to family members and carers.

Terms and Conditions

The Website is a service provided and operated by Chrysalis Club Tynedale. To contact us, please email info@chrysalisclub.org.uk or telephone 01434 408080.

Throughout this Website the expressions "we", "us" or "our" means, depending upon the context, Chrysalis Club Tynedale (Chrysalis at Tynedale), its Board of Trustees, employees and volunteers and "you" means any individual or organisation accessing or using the website.

By your continued use of the Website you are deemed to have accepted and agree to abide by the terms set out below. If you do not agree with these terms then you should not continue to use the Website. Please read these terms of use carefully before you start to use our site as these apply to your use of our site.

Access to the Website

We do not warrant or represent that this Website, its content, down loaded material and any linked site:

- I. will always be available or be uninterrupted or error free;
- II. that any errors will be corrected;
- III. is free of any type of virus or other harmful code or compatible with any specific computer system or third party software;

Any part of the Website may be suspended, withdrawn or offer restricted availability for business or operational reasons without prior notice.

The content of this paragraph and its disclaimers and exclusions shall apply to the maximum extent permissible by applicable laws. If any part is unenforceable under the applicable laws the remainder of such text shall still apply.

We reserve the right to change or delete any of the content of the Website, including these terms of use, at any time and without prior notice. Please check this page from time to time to take notice of any changes we make, as they are binding on you.

Third party information

Some of the information presented and/or used in the Website may come from third parties. We are not responsible for any inaccuracies and/or mistakes in the information provided on the Website which is provided by third parties.

Where the Website contains links to other sites and resources provided by third parties, these links are provided for information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the content of those sites or resources.

Intellectual property rights

All intellectual property rights in this Website and its contents belong to Chrysalis Club Tynedale and/or its licensors. No part of this Website may be reproduced or adapted in whole or in part without the express prior written consent of Chrysalis Club Tynedale. All copyright and other proprietary notices contained in the original materials must be retained on any copies of the materials.

Linking to the Website

You may link to the Website, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link which suggests any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice.

Cookie Policy

Where this Website uses cookies to deliver the best experience, you can opt-out by changing your browser settings or you can consent by continuing to use this Website normally. Please refer to our Cookies Policy for further information on cookies.

Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software. You must not misuse the Website by knowingly introducing viruses, or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to the Website, the servers on which the Website is stored or any server or computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, 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 cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

Acceptable Use of the Website

Prohibited uses

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 bully, insult, intimidate or humiliate any person;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- To upload terrorist content;

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.

Interactive services

We may from time to time provide interactive services on our site, including, without limitation:

- Video-sharing facilities;
- Chat rooms;
- Bulletin boards.

(interactive services)

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

We do not store terrorist content.

Content standards

These content standards apply to any and all material which you contribute to our site (**Contribution**), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

Chrysalis Club Tynedale will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from Chrysalis Club Tynedale, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

For the avoidance of doubt, for any Contribution in the form of video content:

- You must tell us immediately, if you upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).

- You must not upload a video containing harmful material.
- You must not upload a video containing advertising for any of the following:
- cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
- for alcoholic drinks that are aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.
- Any advertising included in a video you upload must not:
 - prejudice respect for human dignity;
 - include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
 - encourage behaviour prejudicial to health or safety;
 - encourage behaviour grossly prejudicial to the protection of the environment;
 - cause physical, mental or moral detriment to persons under the age of 18;
 - directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;
 - directly encourage such persons to persuade their parents or others to purchase or rent goods or services;
 - exploit the trust of such persons in parents, teachers or others; or
 - unreasonably show such persons in dangerous situations.
- You must use the functionality provided on our site to declare whether, as far as you know or can reasonably be expected to know, any video contains advertising.

Breach of this policy

When we consider that a breach of acceptable use has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use provision 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 Contribution 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 or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use provision. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Changes to these terms/the Website

We may amend these terms from time to time and you are responsible for ensuring that you are aware of what terms apply at the time of your use.

We may update and change the Website from time to time to reflect business changes, needs or for any other reason. We will try to give you as much notice as possible of any major changes.

Although we will make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether expressed or implied, that the content of the Website is accurate, complete or up-to-date.

The content of the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

Governing law and jurisdiction

Your use of this Website, downloads from it and these terms of use, shall be governed by the laws of England and the English courts shall have exclusive jurisdiction over any dispute arising.