

## Parent and Carer Alliance



Care Action Protect Empower

### Parent and Carer Alliance Website Terms and Conditions

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy statement govern Parent and Carer Alliance' relationship with you in relation to this website.

If you disagree with any part of these terms and conditions, please do not use our website. The term 'Parent and Carer Alliance' or 'us' or 'we' or 'our' refers to the owner of the website whose registered office is: c/o Cedar House, Cedar Dive, Dursley, Gloucestershire. GL11 4EB

Parent and Carer Alliance is a social enterprise limited company. Our company registration number is 11490934 and our place of registration is listed above. The term 'you' refers to the user or viewer of our website. The use of this website is subject to the following terms of use:

- the content of the pages of this website are for your general information and use only. It is subject to change without notice
- this website uses cookies and may not function correctly without them. By using our website and agreeing to these terms and conditions, you are consenting to our use of cookies in accordance with our cookie policy. Please refer to our cookie policy for further information
- neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law
- your use of any information or materials or services on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. We accept no responsibility for any advice given and any consequential loss.
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- unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence
- from time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s)
- your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

### **Organisation Subscription Service**

You understand that provision of services is subject to review.

You understand that Parent and Carer Alliance will use the contact details provided by you to send information relating to Parent and Carer Alliance subscription and other services.

You agree to pay on demand any annual subscription fees as determined on our website.

Any fees may roll over on an annual basis if you chose to do so. You agree that your usage of any service will be fair and reasonable.

You understand that fees are subject to change.

- Parent and Carers Alliance work for organisations commits to;
- Providing a wide range of support and services
- Being available to provide practical support when you need it most
- Having the right team of experts in place to support you at the very best price we can offer.

### **Disclaimer**

The information contained in this website is for general information purposes only. The information is provided by Parent and Carer Alliance and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

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 damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you can link to other websites which are not under the control of Parent and Carer Alliance. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Parent and Carer Alliance takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Parent and Carer Alliance Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of

liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **Indemnification**

You agree to indemnify, defend and hold harmless Parent and Carer Alliance Ltd and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time after the membership period by notifying us that you no longer wish to use our Services, or when you cease using our site.

### **Privacy**

Parent and Carer Alliance is strongly committed to protecting and upholding the privacy and confidentiality of information collected, stored and processed by us. We have a comprehensive GDPR compliant Data Protection Policy <https://www.parentandcareralliance.org.uk/wp-content/uploads/2018/09/Parent-and-Carer-Association-Data-Protection-Policy-August-2018.pdf> which everyone working on our behalf must sign-up to, as well as

a Privacy Policy <https://www.parentandcareralliance.org.uk/wp-content/uploads/2018/08/Parent-and-Carer-Alliance-Privacy-Policy-August-2018.pdf> providing an overview of how we collect and use personal information.

We recommend you read the Privacy Policy in full. The following information applies to the Parent and Carer website, other websites linked from this site are not covered by this privacy policy.

### **Information about all users**

The website does not capture or store personal information from site visitors without their knowledge. Data is collected on an ongoing basis using Mautic which helps us determine total number of visitors and how much visitors and participants use specific parts of our site so that we can improve its operation and appeal. This data is used in aggregate form only.

#### **How we do this? Use of cookies**

When we provide services, we want to make them easy, useful and reliable. Where services are delivered on the internet, this sometimes involves placing small amounts of information on your device, for example, computer or mobile phone. These include small files known as cookies. They cannot be used to identify you personally.

Mautic uses cookies to measure how many people are using the services, links and pages which are popular, time spent on the website etc, this is so that we can continue to improve the website and service for users.

#### **Removing and disabling cookies**

If you do not wish to accept cookies on to your machine you can disable them by adjusting the settings on your browser. However, this will affect the functionality of the websites you visit.