



## WESTON HOSPICECARE WEBSITE TERMS OF SERVICE

Our terms of service describe what Weston Hospicecare requires of you as a user and supporter.

“The Hospice” and/or “hospice” refers to Weston Hospicecare unless otherwise stated or context dictates.

“Weston Hospicecare” or “The Hospice” refers to the owner of the website, Weston Hospicecare Ltd.

“Website” refers to <https://www.westonhospicecare.org.uk>

“You” and “your” refers to each user or viewer of the website, including donors, charities, fundraisers and crowd funders.

### Summary

- Online Giving – We operate a website that processes donations to support the work of Weston Hospicecare. The hospice may pay a small commission from your donation to third party companies who provide payment gateways. It is the hospice’s choice which plug-in to use.
- Data Privacy – Your privacy is paramount to us. Our Privacy Policy shows you how we protect it.
- User Conduct – If you create a Fundraising page on Weston Hospicecare’s website and we find offensive, defamatory, libelous, threatening, harassing, or obscene content, we will remove it and may terminate your access. As a user you accept responsibility for ensuring you have permission to upload the content you post to the site. All content may be moderated and removed without warning.

### Terms of Service

We may update these Terms from time to time. It is your responsibility to review these Terms wherever you access the website. The latest version of these terms will govern any future usage by you of the website and its features. The date on which these terms were last updated is stated at the end of this document.

## Donations

Once your donation is made it will only be refunded to you with the prior written consent of the Hospice.

Weston Hospicecare will process your donation via the payment method used at the time of donating. NOTE: no donations will be refunded for any reason, subject to applicable laws.

## Use of your donation

Weston Hospicecare does not represent or warrant that your donations will be used for any particular purpose and shall not be responsible for any dissatisfaction you may have regarding the Hospice's use of any donation you may make through the website or its associated services.

Please note that the Hospice reserve the right to use your donation for their general purposes in accordance with their practices and rules.

## Weston Hospicecare transaction fees

To collect donations and sign up payments, Weston Hospicecare may have to use a third-party payment gateway to receive revenue.

The user may be required to pay a fee to cover the cost of any transaction on Weston Hospicecare's website.

## Unauthorised donations

When you make a donation, the transaction is final and not disputable unless unauthorised use of your payment card or other payment method is proved. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules. Similarly, if you experience

any issues of this nature when using another payment method, such as PayPal, you should contact the provider of that payment method for assistance.

## Protecting your account

When you register and create an account on Weston Hospicecare's website you are responsible for maintaining the confidentiality of your password to prevent others gaining access to your personal information. This includes any taxpayer details you may have saved under your profile in order to claim tax or tax deductions in accordance with applicable laws and regulations. Claiming tax or tax deductions using someone else's taxpayer information is against the law. If you become aware of any unauthorised use of your account, we recommend that you change your password immediately..

## Privacy

You can view Weston Hospicecare's privacy policy under the 'About Us' menu from any page. By completing a transaction on the Hospice's website you give your consent to the way we handle your personal information under that policy.

## User conduct

- You must at all times use the Website and its associated services in a responsible and legal manner and ensure that the content you provide does not breach any intellectual property rights of a third party or breach any right or duty owed to a third party.
- You must not upload offensive, obscene, racist, defamatory, misleading or deceptive content, including photographs, on to the Website or its associated services. Weston Hospicecare's communications team edits the website frequently and reserves the right to remove or edit any content posted on the website or its associated services at its sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party, offensive, obscene, racist, defamatory, misleading, deceptive or otherwise inappropriate. If you notice any such content, please email [marketing@westonhospicecare.org.uk](mailto:marketing@westonhospicecare.org.uk).

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- If you build a fundraising page on Weston Hospicecare's website, you must ensure that any information you provide to the public is accurate and not misleading. It is

your responsibility to ensure that the content you are uploading on your page ("Content"), including pictures, photographs and any videos, is your original work and/or you have the right and/or licence necessary to upload it and it is not copyright-protected. If it is copyright-protected, you must obtain the copyright owner's written consent to use it. Weston Hospicecare reserves the right to remove any pictures, photographs, videos or copy from any pages at its sole discretion and without notice if their copyright status is in any doubt. If you suspect a breach of copyright on the Website, please contact us by emailing [marketing@westonhospicecare.org.uk](mailto:marketing@westonhospicecare.org.uk).

- You must not misrepresent your identity or affiliation with any other person.
- You must not use the website to send junk email or "spam".
- You must not use the website to conduct, display or forward surveys, pyramid schemes or chain letters.
- You must not interfere with, or disrupt, the service or services or networks connected to the service and introduce any computer virus (including any variant or similar malicious code or instructions) to the Hospice website.
- You must not attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the site.
- You must not attempt to bypass the network firewall.
- You must not use any part of the site which you are not authorised to use or devise ways to circumvent security in order to access part of the site which you are not authorised to access (includes scanning networks with intent to breach and/or evaluate security, whether or not the intrusion results in access).
- You must not use or attempt to use the site for any unlawful, criminal, or negligent purposes (includes password cracking, social engineering, denial-of-service attacks, harmful and malicious destruction of data, and intentional invasion of privacy).
- You must not disclose any information relating to any donor except with the consent of the donor or as permitted by applicable local laws.

Weston Hospicecare reserves the right to restrict your access and delete any page without notice in the event you fail to follow any of the above rules. Weston Hospicecare may also suspend or delete a page if it is no longer receiving donations or is no longer active.

## Trademarks

The names Weston Hospicecare, Weston Hospicecare Ltd and [www.westonhospicecare.org.uk](http://www.westonhospicecare.org.uk) (or [westonhospicecare.org.uk](http://westonhospicecare.org.uk)), the Weston Hospicecare logo and any other logo representing a Weston Hospicecare event or service is a product that we may present on the website.

## Copyright

All content on the website is either owned by Weston Hospicecare or is supplied by a voluntary partner.

You may only copy content to promote the work of and/or raise money for Weston Hospicecare. No other use of the content is permitted without the express prior permission of Weston Hospicecare, and, where applicable, the copyright holder.

## Prohibition on data extraction and distribution

By visiting or using the website, you agree not to (and not to use any tool, program, script, browser extension or other technique, including bots, robots, spiders and scrapers and any similar tools or methods, in order to): (i) copy (except as authorised by these Terms), mirror, frame, index, scrape, mine or otherwise gather or extract any of the content or data from the website; or (ii) sell or distribute any data which is gathered or extracted in breach of these Terms, or which is based on or derived from any such data. Weston Hospicecare may take any measures it sees fit to block access to the website and where it believes that these Terms have been or will be breached.

You agree that you will not take any steps to try to circumvent these measures and that you will not take any steps to mask your IP address. You acknowledge and agree that where there is any actual or threatened breach of these Terms, damages may be an inadequate remedy and Weston Hospicecare shall be entitled, without prejudice to any other rights and remedies it may have, to seek an injunction or any other equitable relief for such breach. Weston Hospicecare may also request that you destroy any data you have gathered or extracted in breach of these Terms and you agree that you will comply with such request promptly and certify the same.

Inquiries and permission requests may be sent to [marketing@westonhospicecare.org.uk](mailto:marketing@westonhospicecare.org.uk).

## Changes to the service

JustGiving reserves the right to modify, suspend or discontinue all or any part of the website at any time with or without notice. All new features, services or software applications shall be subject to these Terms.

## Failure to comply with these Terms

In the event that you fail to comply with these Terms, the Hospice reserves the right at its sole discretion to immediately and without notice suspend or permanently deny your access to all or part of the Website.

## Termination

You may discontinue use of the website and associated services at any time. These Terms will continue to apply to your past use.

## Disclaimer and Limitation of Liability

You agree that your use of the website and its associated services is on an "as is" and "as available" basis and that your use of the website and its associated services is at your sole risk. Weston Hospicecare does not warrant or guarantee continuous uninterrupted or secure access to our services and operation of the website and associated services may be interfered with by numerous factors outside of our control. On that basis, except as expressly set out in these Terms and except for the rights, guarantees and remedies which cannot be excluded. Weston Hospicecare or third party partners shall undertake general maintenance and upkeep of the website from time to time. During these periods, the website may not be available for use. In exceptional circumstances, the website may also become unavailable at other times.

If found liable, Weston Hospicecare shall only be liable under these Terms for direct losses which are reasonably foreseeable and caused by Weston Hospicecare's uncured material breach of these Terms or Weston Hospicecare's negligence. Weston Hospicecare's total liability to you arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the total sum of the donations you have made using the Website in the preceding 12-month period, ending on the date the circumstances giving rise to Weston Hospicecare's liability arose.

In no event shall Weston Hospicecare be liable for losses relating to any business of yours or lost or corrupt data, loss of profits, loss of contracts, loss of business opportunity, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, loss of or waste of management or other staff time, even if Weston Hospicecare has been advised of the possibility of such damages. YOU EXPRESSLY AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

## Third party rights

A person who is not a party to these Terms has no right to enforce any term of these Terms.

## UK Tax Payers only: Gift Aid and tax

When you (i) donate to Weston Hospicecare, (ii) confirm that you are a UK taxpayer in accordance with the requirements of the Gift Aid scheme as they apply from time to time and (iii) elect to reclaim Gift Aid on behalf of the Hospice under the UK government's Gift Aid scheme.

## Users under 18

It is a condition of use of the Website that fundraising may only be conducted by users over the age of 18. Persons under the age of 18 may create crowdfunding pages using our Website only with parental consent and supervision. The supervision requirements are as follows:

- Children under the age of 18 using Weston Hospicecare's services or creating a fundraising page must do so under the direct supervision of an adult.
- If you have any concerns whatsoever about a child's use of our services, please notify us immediately by emailing us at [supporter.care@westonhospicecare.org.uk](mailto:supporter.care@westonhospicecare.org.uk).

## Personal Information

Weston Hospicecare will collect personal information from donors including but not limited to the donor's name, title, address and email address ("Personal Information") at all times in accordance with applicable laws, including the EU General Data Protection Regulation and the UK Data Protection Act 2018 ("Privacy Laws") and protect and secure such information.

## Minimum age

If you are between 13 and 18 years of age, then you may only set up a fundraising page on Weston Hospicecare's website if you have your parent's or guardian's approval. Please ensure that your parent or guardian understands that you will be responsible for using the funds in accordance with these Terms.

## Termination

Weston Hospicecare reserves the right, at its sole discretion, to immediately and without notice suspend or permanently deny your access to all or part of the Website and associated services.

Last updated: 16/04/2020