Website Terms of Use Policy

Our Terms of Use Policy, together with our Privacy Policy tells you information about us (as defined below) and the legal terms and conditions ("Terms of Use") on which you can access and use the Site (as defined below).

By using the Site, you confirm that you accept these Terms of Use and that you agree to comply with them. These Terms of Use will apply to any use of the Site, including (without limitation) accessing, browsing, or registering to use the Site (where applicable). Please read them carefully and make sure that you understand them before using the Site. If you do not accept these Terms of Use, you must not use the Site.

We may amend these Terms of Use from time to time. Please check these Terms of Use regularly to ensure you understand the terms which will apply at that time. We recommend that you print a copy of these Terms of Use or save them to your computer for future reference.

1. INFORMATION ABOUT US

The website available at ("the Site") is owned by the London Parks and Green Spaces Forum, trading as Parks for London (referred to in these Terms of Use as "our", "us" or "we"), a charity registered in England and Wales, with charity number 1156063, our registered office (and main trading address) is at Capel Manor College, Bullsmoor Lane, Enfield EN1 4RQ.

2. OTHER APPLICABLE TERMS

These Terms of Use refer to 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 the Site, you consent to such processing and you warrant that all data provided by you is accurate.

Products, advertised on this Site, such as the Quality Manual may be purchased by contacting us. We will give you the Terms of Purchase applicable to you and direct you to any terms that apply to the Product. You should read any such terms carefully before making a purchase.

3. AVAILABILITY OF THE SITE

We may update the Site from time to time, and may change its content at any time. However, please note that any of the content on the Site may be out of date at any given time, and we are under no obligation to update it.

Due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, the Site is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind. We do not accept any liability arising from any interruption in availability.

We reserve absolutely the right to withdraw or suspend the Site where we deem this to be necessary without notice and will not be liable to you for such unavailability.

4. NO RELIANCE ON SITE CONTENT

The information on the Site does not necessarily reflect our views and opinions. Neither should any suggestions or advice contained on the Site be relied upon in place of individual advice. You are responsible for checking the accuracy of relevant facts, instructions, suggestions and/or opinions given on the Site before entering into any commitment based upon them. We do not accept any liability arising from any inaccuracy or omission in the information.

5. COPYRIGHT AND TRADE MARKS

We are the owner or the licensee of all intellectual property rights in the 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.

As a visitor to the Site, you may download a single copy of the content on it to a single computer or other device for your own private purposes only and print a single copy of the same for the sole purpose of retaining a copy for your own personal records only.

Nothing in these Terms of Use shall be construed as conferring any wider license to use or reproduce any content included on the Site. Without limitation to the above, you agree that you must not:

- modify the paper or digital copies of any materials you have printed off or downloaded in any way;
- use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or
- copy or distribute any material for any commercial or business purpose.

In the event of any use of material in breach of these Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No use of our name, logos and/or other trademarks (whether registered or unregistered) may be made by you without separate express written agreement being given by Us, which shall be at our sole discretion.

6. PROHIBITED USE

You agree not to use the Site:

- to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Site;
- to misrepresent your identity;
- to disseminate any unsolicited or unauthorised advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes”, or any other form of solicitation or for any other commercial purposes (which would include using the Site to promote or encourage the sale of your goods/services);
- to transmit or re-circulate any material obtained from the Site to any third party except where expressly permitted on the Site;
- to obtain and/or store personal data derived from the Site;

in such a way, so as to remove the copyright or trade mark notice(s) from any copies of any content made in accordance with these Terms of Use;
to disseminate any material which is abusive, defamatory or obscene, may harass, offend or inconvenience any person, applauds, encourages or entices abuse, discrimination or criminal activity or which might restrict or inhibit the use and enjoyment of the Site by any person;
to harm the Site or disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise to hack (or attempt to hack) into the Site;
in any way that might harm any person or infringe third party privacy or other rights;
in any way that is unlawful (including fraudulent) or that might bring us or any of our associates into disrepute; or
to post link(s) that take users to material that contravenes any of the above restrictions.

7. LINKING TO OUR SITE

We welcome 'hot links' to the home page of our Site provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation.

You may not display the content of the Site (or any page from it) or allow such content to be displayed surrounded or framed by material not originating from us without our consent. Nor may you create a link to any part of the Site other than the home page (known as 'deep linking') without our prior written approval. We reserve the right to withdraw linking permission without notice.

8. LINKS TO OTHER WEBSITES

On the Site, you may be offered automatic links to other websites. Whilst we hope you will be interested in those websites, you acknowledge that the content on those pages is not subject to our control, their owners may be independent from us and we do not endorse or accept any responsibility for their content. We will not be liable for any loss or damage that may arise from your use of them.

9. COMPUTER VIRUSES

We will use reasonable endeavours to ensure that the Site does not contain or promulgate any viruses or other malicious code. However, it is recommended that you should virus check all materials downloaded from the Site and regularly check for the presence of viruses and other malicious code. We exclude to the fullest extent permitted by applicable laws all liability in connection with any damage or loss caused by computer viruses or other malicious code originating or contracted from the Site.

10. SUBMISSION OF INFORMATION– INCLUDING PERSONAL AND FINANCIAL DATA

Unfortunately, the transmission of information via the Internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. However, we cannot be held liable in the unlikely event of a breach of our secure computer servers.

11. 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 the 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, the Site; or
use of or reliance on any content displayed on the Site.

Please note that the Site is intended only for domestic and private use. Accordingly, we will not accept any liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. OTHER IMPORTANT TERMS

Each of the paragraphs of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These Terms of Use are governed by English law and are available only in English. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any dispute or claim arising under these Terms of Use.

Last updated: 5th October 2020