

## **Terms and Conditions of Use**

Welcome to the Website of Saint Michael's Hospice in Yorkshire, England. Thank you for visiting.

Below you will find a few important things you need to know about us and your use of our Website.

Please note: These terms and conditions are for use of our Website/s only and will take effect from your first visit.

Please read these terms and conditions carefully before using this site.

### **Definitions**

- 'Website' means [www.saintmichaelshospice.org](http://www.saintmichaelshospice.org) or any other Website under the ownership or control of North Yorkshire Hospice Care from which a link has been created to these.
- 'You', 'your' and 'yours' means the person(s) accessing the Website.
- 'We', 'us' and 'our' means North Yorkshire Hospice Care
- 'Material' means any information, data, text, graphics, links, programming code or other material published, contained or available on the Website.
- 'Service' or 'Services' means any information and/or services accessible through or via the Website irrespective of the Originator or provider.
- 'Terms and Conditions' means the terms and conditions set out below.

### **Who we are.**

[www.saintmichaelshospice.org](http://www.saintmichaelshospice.org) is a Website operated by North Yorkshire Hospice Care ("We"). We are a charity registered in England and Wales (518905) with a family of services operating as Herriot Hospice Homecare, Just 'B', Saint Michael's Hospice and Talking Spaces. We are a company limited by guarantee, registered in England and Wales (2121179). Our registered address is Crimple House, Hornbeam Park Avenue, Harrogate, HG2 8NA.

## **Contacting Us**

If you have any comments about our Website or our terms and conditions, please email [info@saintmichaelshospice.org](mailto:info@saintmichaelshospice.org)

## **The content of these terms**

These terms tell you the rules for using our Website [www.saintmichaelshospice.org](http://www.saintmichaelshospice.org) or any other Website under the ownership or control of North Yorkshire Hospice Care from which a link has been created to our Website.

- *Our Website is only for users in the UK.*
- *Use of our Website.*
- *Access to the Website.*
- *We may transfer this agreement to someone else.*
- *How you may use material on our Website.*
- *Do not rely on information on our Website.*
- *Links to third party Website.*
- *Linking to our Website.*
- *Privacy and Data Protection.*
- *Donations and Payments.*
- *Limitation of Liability.*
- *We are not responsible for viruses, and you must not introduce them.*
- *Force Majeure.*
- *Governing Law.*

## **Our Website is for users in the UK**

The Website is intended for people accessing it from within the United Kingdom. We do not guarantee the Website or the information it contains complies with or is appropriate for use or is available in other countries.

## **Use of our Website.**

Your use of our Website means you accept these terms and conditions and agree to use this Website only for lawful purposes and in a way which does not infringe upon or restrict or inhibit the use and enjoyment of the Website by any third party.

We may change these terms and conditions at any time by posting changes online. By continuing to use the Website after changes are posted you are accepting our new terms and conditions.

Certain parts of the Material and Services made available through or via the Website may have additional terms and conditions applicable to them (for instances the rules of third party services we use to support the Website).

We reserve the right to update and change our Website and its content at any time to reflect changes to services, users' needs, our business priorities, and other reasons.

### **Access to the Website**

Our Website is made available free of charge.

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website without notice in the case of system failure, maintenance, or repair, or other business reasons, or for reasons beyond our control.

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

### **We may transfer this agreement to someone else.**

We may transfer our rights and obligations under these terms to another organisation. Should this happen, we will make sure information about this is publicly available.

### **How you may use Material on our Website**

This Website contains Material which is owned by or licensed to us. This Material includes, but is not limited to, the design, layout, look, appearance, images, and photography. Reproduction is prohibited other than in accordance with the copyright information which forms part of these terms and conditions.

You may access, view and print copies of Material as long as you comply with these Terms and Conditions and:

- you use the Material for information purposes and for your non-commercial, personal use only.

- all copyright, trademark and other proprietary notices are kept on the Material.
- you do not modify, reproduce, display, distribute the Material or perform the Material for any public use without prior written consent from North Yorkshire Hospice Care

Please note that the logos owned by North Yorkshire Hospice Care and various other logos used by us on this Website may be registered trademarks in the UK. You may not use our logos without our permission. To apply for permission, please contact [info@saintmichaelshospice.org](mailto:info@saintmichaelshospice.org). North Yorkshire Hospice Care reserves the right to require Material and logos to be removed, if we believe it is not in our interest.

Some information, Materials or photos on our Website may not be owned or licensed by us but used here with permission of third parties. The responsibility for copyright and any other necessary clearance for use on our Website is the responsibility of the third party. We will make all third party Material clear on our Website.

All third party Material will be reviewed prior to publication and if published, this will be done in good faith. In addition to the 'Disclaimer' and 'Limitation of liability', set out below, North Yorkshire Hospice Care makes no representation, express or implied, as to the accuracy or currency of third party Material nor does it accept any responsibility for it. The views within third party Material may not be those of North Yorkshire Hospice Care.

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

You must not use any part of the content on our Website 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 Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the Materials you have made.

To protect our patients, staff, volunteers, and supporters, we ask that you do not copy images or personal stories from our Website without permission. If you would like to use these, please contact [info@saintmichaelshospice.org](mailto:info@saintmichaelshospice.org).

**Do not rely on information on this Website.**

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. We and any third

parties referred to on the Website assume no responsibility for how you use the information provided through the Website.

Any medical information referred to in or through this Website is not intended to constitute professional advice for medical diagnosis or treatment or replace consultation with a qualified medical practitioner or to advocate or recommend the purchase or use of any product or to endorse or guarantee the credentials or appropriateness of any health care provider.

You are strongly advised to consult with an appropriate professional for specific advice tailored to your situation.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete, or up-to-date. Certain information on our Website may contain typographical or other errors.

### **Links to third party sites**

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We are not responsible for the content of any other third party sites or pages linking to or from our Website. We have not verified the content of any such sites and links to other sites do not imply any endorsement by us of those linked sites or the material on those sites.

If you choose to follow links to other sites, you do so at your own risk. It is your responsibility to take all protective measures to guard against viruses or other destructive elements.

### **Linking to our Website**

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 must 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 must not establish a link to our Website in any Website not owned by you or any social media profile that is not yours or you do not have administrative rights/privileges for.

Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Website other than that set out above, please contact [info@saintmichaelshospice.org](mailto:info@saintmichaelshospice.org). North Yorkshire

Hospice reserves the right to require links to be removed if we believe they are not in our interest.

## **Privacy and Data Protection**

We are committed to protecting your privacy online. For more information about how we do this and how we use your personal information, please see our Information Notice. This also contains information about the use of cookies and IP addresses on our Website.

This information notice only applies to the collection of your personal information by us and those we authorise.

It does not cover any third party sites to which we may provide links. Third party sites may have their own privacy policies and/or terms and conditions of use.

## **Donations and Payments**

Although North Yorkshire seeks to protect online payment details in accordance with the Payment Card Industry Data Security Standard, the security of such information transmitted via the Internet cannot be guaranteed. As such any data transferred is at your own risk.

If you use a payment card on our Website, you must be the authorised user of the card and have permission and funds to make the relevant payment or donation.

If you have made a donation of money in error please call the Supporter Care Team on 01423 878 628.

## **Limitation of Liability**

North Yorkshire Hospice Care will not be liable for any amount or kind of loss or damage that may result to you or a third party, including, without limitation, any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, whether in tort, contract or otherwise (including without limitation negligence) in connection with: your use, inability to use or the results of use of the Website, any sites linked to the Website or the Material on sites; or any amount or kind of loss or damage including without limitation any loss or damage due to viruses that may infect your computer equipment, software, data, or other property on account of your access to, use of, or browsing the Website or your downloading of any Material from the Website or any sites linked to the Website.

If your use of the Website results in the need for servicing, repair or correction of your equipment, software, or data, you assume all costs of this.

In so far as we are able, we exclude all liability for all direct, indirect, punitive, or consequential loss or damage which arises out of or in connection with the use of the Website.

However, nothing in these terms or conditions excludes or limits in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

**We are not responsible for viruses and you must not introduce them.**

We do not guarantee that our Website will be secure or free from bugs or viruses. We accept no liability for damage caused through the downloading of viruses. Therefore, please take all appropriate safeguards before downloading information from the Website

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored, or any server, computer or database connected to our Website. You must not attack our 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 co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

**Force Majeure.**

North Yorkshire Hospice Care will not be in breach of its obligations under these terms and conditions, nor liable to any user of the Website for any loss or damage which may be suffered by another party due to any cause beyond its reasonable control. This includes but is not limited to any act of God, strike, trade dispute, pandemic, epidemic, act of terrorism, act or omission of government or regulatory bodies.

## **Governing Law**

These Terms and Conditions shall be governed by the laws of England and any dispute arising from these Terms and Conditions or your use of the Website shall be subject to the exclusive jurisdiction of the English courts.