

# Rising Voices Wessex Terms of Use



**Last modified: 29.03.2018**

Welcome to Rising Voices Wessex website (RVW) [www.risingvoices.org.uk](http://www.risingvoices.org.uk) operated by ..... To look after your privacy and to keep the content useful, visitors and members must follow the rules in this Terms of Use Agreement ("Terms of Use") and our Privacy Statement [click here](#). By using RVW, either as a visitor or a member, you are deemed to have accepted these Terms of Use and our Privacy Statement.

## 1. About us

Rising Voices Wessex is a charity providing support for people affected by cancer through music and song. We do this by encouraging friendships and enabling people to share their experiences. In turn this provides support, aids self-management and improves social interactions with the aim of improving health and well-being.

Rising Voices Wessex is a registered charity in England and Wales charity number 1165053. Its registered address is: 24, Oakenbrow, Sway, Lymington, Hampshire, SO41 6DY. The Choirs meet at The New Church Tuckton Road, Southbourne, BH6 3HT and St Johns Church, Ashley Road, Poole. BH14 0AA

## 2. Use of the Site

Your access to and use of RVW and of any information contained within it is subject to the Terms of Use and our Privacy Statement. By accessing and using RVW, you accept, without limitation or qualification, the Terms of Use. We reserve the right to change the Terms of Use from time to time without notice and as we deem necessary. We encourage you to review the Terms of Use periodically to check you understand the latest version. Continued use of RVW is deemed to be your acceptance of any changes to the Terms of Use and if you are not happy with our amended Terms of Use you should stop using the site.

## 3. Medical advice

RVW's content, or any content on other sites linked to RVW, is never a substitute for professional medical advice. Even if another is a medical professional they are not in a position to undertake a physical examination or understand your full medical history. Therefore you should always speak to a doctor or other health practitioner about your condition and/or treatment or changes to your condition and/or treatment. In an emergency dial your local or national emergency telephone number.

## 4. Privacy Statement

If you use RVW or social media it is likely that this will involve sharing information about your health. We have set out further information in our privacy statement which we encourage you to read. To view our Privacy Statement [click here](#) and our Data Policy [click here](#).

Members can choose at any time to have their personal data removed from our data base if they no longer wish to attend Rising Voices Wessex.

## 5. Non-commercial use

This site is for the use of individuals for non-commercial purposes only. If you wish to use the site for commercial purposes related to your role within healthcare provision or related to publicity please contact [admin@risingvoices.org.uk](mailto:admin@risingvoices.org.uk)

## 6. Acceptable use

You may only use RVW in accordance with these Terms of Use and, in any event, for lawful purposes in compliance with all applicable laws, regulations and codes of practice in the UK or in any other jurisdiction from where you access RVW. In particular, you agree not to access without authority, interfere with, damage or disrupt:

- any part of RVW;
- any equipment or network on which RVW is stored;
- any software used in the provision of RVW; or
- any equipment or network or software owned or used by any third party.

You may not obtain or attempt to obtain any materials or information from RVW through any means not intentionally made available to you through RVW.

Your contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material that is obscene, offensive, hateful, inflammatory or defamatory of any person;
- promote any discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right, trade mark or any other right of any other person;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

If issues are brought to our attention by administrators, we will determine whether there has been a breach of the Terms of Use and what the appropriate course of action is. When a breach of these Terms of Use has occurred or inappropriate material has been posted, we may take such action as we deem appropriate.

## 7. Registration

When you completed your membership form when joining the choirs your details were recorded on our encrypted data base. This enables us to keep you informed of Rising Voices Wessex activities. You agree that we will retain your details on our data base unless you notify us otherwise.

## 8. Indemnification

You agree to indemnify, defend and hold harmless Rising Voices Wessex its Trustees, employees, agents, and volunteers from and against all liabilities, losses, expenses, damages and costs, including reasonable legal fees, claims, demands and proceedings whatsoever, howsoever arising, resulting from or in connection with any violation by you of these Terms of Use, including, without limitation, the submission of any inaccurate or incorrect information.

## **9. Third parties and third party websites and links**

We may also provide links or references on RVW to the websites of other companies, charities or other organizations and individuals whether affiliated with us or not. By clicking on these links and accessing these other websites, you will be leaving RVW.

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, but 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.

## **10. Proprietary rights**

The entire contents of RVW are protected by copyright, database rights and other intellectual property rights which are owned by us. The contents of RVW may not be copied, displayed, downloaded, distributed or republished other than for non-commercial individual reference with all copyright or other proprietary notices retained, and thereafter may not be recopied, reproduced or otherwise redistributed.

## **11. Written communication and notices**

When using RVW, you accept that communication with us in an electronic format. We will contact you by email or provide you with information by posting notices on RVW. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

All notices given by you to us, including any complaints that you might have about RVW, must be sent to by email to [admin@risingvoices.org.uk](mailto:admin@risingvoices.org.uk) or by post to 24, Oakenbrow, Sway, Lymington, Hampshire, SO41 6DY. We may give notice to you at either the email, telephone number or postal address you provide to us when you become member, or in any of the ways specified in the above paragraph.

## **12. Content and Limitation of Liability**

All views, opinions, and knowledge expressed on the site by visitors or members sole and are likely to relate to their own specific circumstances. Rising Voices Wessex and make no warranties or representations of any kind as to the accuracy, currency, completeness, reliability, operability, or legality of information or opinions contained or expressed within RVW. Commentary and other materials posted on RVW are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to RVW, or to our social media pages, or by anyone who may be informed of any of its contents.

Further, RVW is provided to you free of charge on an "as is" and "as available" basis. You agree that access to and use of RVW and the content available on RVW is at your own risk.

To the fullest extent permitted by law, RVW and any individual person connected to RVW and any party involved in creating, producing or delivering RVW hereby exclude:

- All conditions, warranties and other terms that might otherwise be implied by statute, common law or the law of equity; and
- Any liability for any direct, indirect or consequential loss or damage incurred by you in connection with the use, inability to use, or that results from the use of RVW or websites or social media linked to RVW, including, without limitation any liability for loss of income or revenue, loss of business, loss of profit, loss of data, loss of goodwill, wasted management or office time, and for any other

loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

### **13. Fees**

Access to and use of this service including the members' area is currently available without charge. We reserve the right to charge a fee for access to or use of this service in the future. You will be given prior notice in the event we find it necessary to charge a fee for use of this service and if you do not wish to pay such fee you will be able to end your use of the service.

### **14. Entire agreement**

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to access to and your use of RVW and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

### **15. Law and jurisdiction**

These terms and conditions and the agreement between you and us will be governed by English law. Any dispute arising from, or related to, these terms and conditions or our agreement shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.