**Queenscourt Hospice Use of Website – Terms & Conditions**

The Website is owned and operated by or on behalf of Queenscourt Hospice. Access to and use of this Website is provided by Queenscourt Hospice subject to the following terms and conditions and our [Privacy Policy](https://www.queenscourt.org.uk/privacy-policy/).

**1. Definitions**

In these terms and conditions:

a. “Queenscourt Hospice" is a registered charity (518801) and is also registered as a company (02102320). Registered address: Town Lane, Southport, PR8 6RE. It also includes Queenscourt Hospice Retail Limited, a registered company (05730605) and Queenscourt Hospice Enterprises Ltd (02873874), both are wholly owned trading subsidiaries of Queenscourt Hospice with the same registered address.

b. “Website” means any website under the ownership or control of Queenscourt Hospice from which a link has been created to these terms and conditions and all related domain and microsites.

c. “Material” means all of the information, data, text, graphics, links, or computer code or other material published on, contained or available on the Website; and

d. "Privacy Policy" means our [privacy policy](https://www.queenscourt.org.uk/privacy-policy/).

**2. General**

a. Your use of this Website constitutes acceptance of these terms and conditions and the Privacy Policy as at the date of your first use of this Website and you agree to be bound by them. If these terms and conditions are not accepted in full then you must not use this Website.

b. Queenscourt Hospice reserves the right to change these terms and conditions at any time by posting changes online. Your continued use of this Website after changes are posted constitutes your acceptance of the modified terms and conditions.

**3. About our Website**

a. Access to this Website is permitted on a temporary basis and we reserve the right to withdraw or amend this Website and any Material, products or services on this Website at any time. We do not guarantee that this Website or any content on it will always be available or uninterrupted.

b. The content on this Website is provided for general information only. It is not intended to amount to advice on which you should rely. Before making any decisions based on the content of this Website you are strongly advised to obtain professional or specialist advice. 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.

**4. Your use of our Website**

a. You agree to use this Website only for lawful purposes and in a manner which does not infringe the rights of, or restrict, or inhibit the use and enjoyment of the Website by, any third party. Such restriction includes, without limitation, conduct which may harass, defame or cause distress to any person and the transmission of obscene or offensive material within this Website.

b. You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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.

c. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms and conditions and that they comply with them. This includes any children or young people for whom you are responsible.

**5. Your Personal Information**

a. By using our Website or any of our services, or providing us with any personal data, you agree to your personal data being used and disclosed in the manner set out in our [Privacy Policy](https://www.queenscourt.org.uk/privacy-policy/).

**6. Donations and Payments**

a. Although Queenscourt Hospice 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.

b. 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.

c. If you have made a donation of money in error please call the Fundraising Team on 01704 517420 (Monday to Friday, 9am to 5pm) or email fundraising@queenscourt.org.uk  and they will be happy to discuss your refund with you. Please note we will not be able to return donated items.

**7. Our Liability**

a. Nothing in these terms and conditions excludes or limits our liability for death or personal injury arising from negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law.

b. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.

c. We will not be liable for any loss or damage (including loss of data), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

i. use of, or inability to use, the Website or any Material; or

ii. use of or reliance on any content or information displayed on our Website; or

iii. the provision of, or our failure to provide, any products, services or events ordered or made available through our Website.

d. Please note that our Website is only intended to be for domestic and private use, and we will have no liability for any loss of profit, loss of business, business interruption, loss of business opportunity, goodwill or reputation or any indirect or consequential losses or damage.

e. Queenscourt Hospice does not accept any liability for any loss or damage caused by viruses or any other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.

**10. Force Majeure**

Queenscourt Hospice 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.

**11. Trademarks, Copyright and Other Rights**

a. Queenscourt Hospice is the owner or licensee of all intellectual property rights in the Website including the Queenscourt Hospice name and logo, as well as any rights in the Material. The Material is protected by copyright laws and treaties around the world and all right are reserved. You may not use or do anything with the Material or any of our intellectual property rights apart from what is set out in this section.

b. The names, images and logos identifying the Queenscourt Hospice or third parties and their products and services are the proprietary marks of Queenscourt Hospice and/or third parties as appropriate. You may only use these where they are included on any pages or documents that you copy and use in accordance with this section. Nothing contained in these terms and conditions or on the Website may be construed as conferring any licence or right under any trademark or patent of Queenscourt Hospice or any third party.

c. Commercial use or publication of all or any Material is strictly prohibited without prior written authorisation from Queenscourt Hospice.

d. You may:

i. print off or download any page(s) from the Website for your personal use; and
ii. copy documents on this Website for personal, non-commercial use only on the condition that copyright and source indications are also copied, no modifications are made and the document is copied entirely.

e. You must NOT:

i. modify the paper or digital copies of any Material you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or
ii. copy, display or publish any of the Material (including any photos, documents or text) in a way which is accessible to the public (for example, on another website) without prior written authorisation from Queenscourt Hospice.

f. Please note that some of the Material (including some documents and photos) has been published on this Website with the permission of the relevant copyright owners (who are not Queenscourt Hospice). All rights are reserved on these documents and permission to copy them must be requested from the copyright owners (the sources are indicated within these documents/photographs).

**13. Links to Third Party Websites**

a. Our Website includes links to external websites. We receive many link requests and only link to sites which we believe provide useful information that will be of interest to our users. All requests will be either granted or refused at the discretion of Queenscourt Hospice.

b. Queenscourt Hospice has no control and therefore takes no responsibility for the content of external internet sites even when we have included a link on our own Website. The existence of a link from our Website to any other website is for information purposes only and does not imply that Queenscourt Hospice endorses the activities or views of that website or the organisation behind the site, nor does it indicate any form of association or partnership on our part. We will not be liable for any loss or damage that may arise from your use of those sites.

c. A link to the Queenscourt Hospice Website must not be used to imply Queenscourt Hospice endorsement of the site, related products or services. Your site must not conflict with the aims of Queenscourt Hospice.

**15. Fundraising Regulator**

a. Queenscourt Hospice proudly works with the [Fundraising Regulator](https://www.fundraisingregulator.org.uk/). This is because we are committed to the highest standards in fundraising and strive to always work in a way that is effective, open and honest. We are dedicated to raising funds in the most cost-effective ways in order to provide exceptional palliative care.

b. The Fundraising Regulator is an independent body who set and maintain the standards for charitable fundraising. The board’s primary function is to deal with complaints about fundraising activity from members of the public, allowing people to give to charitable organisations with confidence.

c. By joining the Fundraising Regulator we agree to adhere to the [Code of Fundraising Practice](https://www.fundraisingregulator.org.uk/code-of-fundraising-practice/code-of-fundraising-practice/) and the [Fundraising Promise](https://www.fundraisingregulator.org.uk/more-from-us/resources/fundraising-promise).

**16. Jurisdiction**

These terms and conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

**17. Contact us**

Any questions regarding this Website should be sent to Queenscourt Hospice by hospice@queenscourt.org.uk or by post to: Marketing & Communications, Queenscourt Hospice, Town Lane, Southport, PR8 6RE.