

# **Disclaimer**

## **Introduction**

This disclaimer governs your use of our website and associated micro-sites; by using our websites, you accept this disclaimer in full. If you disagree with any part of this disclaimer, you must not use our website.

Our website uses cookies. By using our website and agreeing to the terms of this disclaimer, you consent to our use of cookies in accordance with the terms of our privacy policy / cookies policy.

Intellectual property rights

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

## **Licence to use websites**

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions below.

You must not:

- (a) sell, rent or otherwise sub-license material from the website;
- (b) edit or otherwise modify any material on the website;

## **Limitation and exclusion of warranties and liability**

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## **Variation**

We may revise this disclaimer from time-to-time. The revised disclaimer will apply to the use of our website from the date of the publication of the revised disclaimer on our website. Please check this page regularly to ensure you are familiar with the current version.

## **Entire agreement**

This disclaimer, together with our privacy policy, constitutes the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

## **Law and jurisdiction**

This disclaimer will be governed by and construed in accordance with English law, and any disputes relating to this disclaimer will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **Privacy Statement**

We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.

Our website uses cookies. By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

What information do we collect?

We may collect, store and use the following kinds of personal information:

(a) information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views, website navigation;

(b) information relating to any dealings carried out between you and us on or in relation to this website, including information relating to any purchases you make of our goods or services;

- (c) information that you provide to us for the purpose of registering with us;
- (d) information that you provide to us for the purpose of subscribing to our website services, email notifications and/or newsletters;
- (e) any other information that you choose to send to us; and
- (f) other information.

## **Cookies**

A cookie consists of information sent by a web server to a web browser, and stored by the browser. The information is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

We may use both “session” cookies and “persistent” cookies on the website. We will use the session cookies to: keep track of you whilst you navigate the website. We will use the persistent cookies to: enable our website to recognise you when you visit.

Session cookies will be deleted from your computer when you close your browser. Persistent cookies will remain stored on your computer until deleted, or until they reach a specified expiry date.

Most browsers allow you to reject all cookies, whilst some browsers allow you to reject just third party cookies. For example, in Internet Explorer you can refuse all cookies by clicking “Tools”, “Internet Options”, “Privacy”, and selecting “Block all cookies” using the sliding selector. Blocking all cookies will, however, have a negative impact upon the usability of many websites, including this one.

## **Using your personal information**

Personal information submitted to us via our websites will be used for the purposes specified in this privacy policy or in relevant parts of the websites.

We may use your personal information to:

- (a) administer the website;
- (b) improve your browsing experience by personalising the website;
- (c) enable your use of the services available on the website;
- (d) send you email notifications which you have specifically requested;
- (e) deal with enquiries and complaints made by or about you relating to the website;

Where you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the license you grant to us.

We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing.

In addition, we may disclose your personal information:

(a) to the extent that we are required to do so by law;

(b) in connection with any legal proceedings or prospective legal proceedings;

(c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);

(d) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

Except as provided in this privacy policy, we will not provide your information to third parties.

#### Security of your personal information

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

#### **Policy amendments**

We may update this privacy policy from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes.

#### Third party websites

The website contains links to other websites. We are not responsible for the privacy policies or practices of third-party websites.

Square Wheels Club UK

Email: [info@squarewheels.org](mailto:info@squarewheels.org)

