

Hospiscare never,
ever fail.

Richard, a patient from Tiverton

Terms and Conditions

HOSPISCARE

IMPORTANT LEGAL NOTICE

1 TERMS OF WEBSITE USE

This page (together with the documents referred to below) tells you the terms of use on which you may make use of our website at <http://www.hospiscare.co.uk/> (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

2 INFORMATION ABOUT US

This site is operated by Hospiscare ("We") a charity registered in England and Wales (charity number 297798) and company limited by guarantee registered in England and Wales (company number 2164215). Our registered office is at Exeter & District Hospice, Dryden Road, Exeter, Devon EX2 5JJ, which is also our main trading address.

Hospiscare (Shops) Limited is the trading subsidiary of Hospiscare, registered in England and Wales as a limited company (company number 2201730) and operating from the same registered office.

The VAT number of Hospiscare (Shops) Limited is 585806500.

3 ACCESSING OUR SITE

You may access most areas of the Website without registering your details with us. From time to time, we may restrict access to some parts of our site to users who have registered with us.

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

4 INTELLECTUAL PROPERTY RIGHTS

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

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site. You must not modify the paper or digital copies of any materials 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.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged. You must not use any part of the materials on our site 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 site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5 RELIANCE ON INFORMATION POSTED

The information provided on this website is for general and educational purposes only. It is intended to be relevant to as wide a range of stakeholders as possible. Because of its general nature, the information, commentary and other materials posted on our site can not be taken as comprehensive and should not be used as a substitute for professional advice. You are advised to verify the accuracy of any information on the website before relying on it, seeking professional advice where appropriate.

We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

6 OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it

indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

7 OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - 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, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability or fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

8 INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy:

Hospiscare will not use any personal data collected on this site for any purpose other than that specifically stated. If you agree to receive, or sign up for, further information from Hospiscare you will be offered an opportunity to unsubscribe from that communication. Hospiscare subscribes to the Data Protection Act (1998). Hospiscare will never intentionally misuse or allow others to misuse any personal data it collects or holds.

Hospiscare does not sell or pass on personal contact details to any organisation. Hospiscare does collect standard log files on its web server. These log files do not collect personal data but rather collect information which assists Hospiscare in assessing the use and usability of its various sites. This information may include the IP address of your computer. Hospiscare will not attempt to trace that IP address to you personally.

By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

9 TRANSACTIONS CONCLUDED THROUGH OUR SITE

Contracts for the supply of goods or services or information formed through our site or as a result of visits made by you are governed by our terms and conditions of supply which you must accept as part of the purchase process.

10 UPLOADING MATERIAL TO OUR SITE

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in any acceptable use policy associated with such features. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in the associated acceptable use policy.

11 VIRUSES, HACKING AND OTHER OFFENCES

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

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

12 LINKING TO OUR SITE

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.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to info@hospiscare.co.uk

13 LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

14 JURISDICTION AND APPLICABLE LAW

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15 TRADE MARKS

"Hospiscare" and the Hospiscare logo are trade marks of Hospiscare. The logo is registered in the UK under trade mark number 2380206.

16 VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

17 YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact info@hospiscare.co.uk

Thank you for visiting our site.