



## **Policies and Procedures**

### **Document 35 – Musica Kirklees Website – Terms and Conditions**



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The use of this website is subject to the terms and conditions set out below. Your access to, and use of, this website constitutes your acceptance of these terms of use which take effect on the date from which you first use this website. Please read these terms and conditions carefully.

**1) Governing Laws**

- i)* The terms and conditions of use of this website shall be governed by and construed in accordance with the laws of England.

**2) Jurisdiction**

- i)* This website is intended to be accessed only by persons located within the UK and Musica Kirklees makes no representation that any information materials or functions included in this website are appropriate for use in any other jurisdiction.
- ii)* If you are unsure whether the products and services referred to on this website are available to you, please contact us.

**3) Personal Data**

- i)* As the Internet is not a secure medium of communication, Musica Kirklees does not guarantee the security of any information you input on this website or send to us on the Internet.
- ii)* Musica Kirklees is not and will not be responsible for any damages you or others may suffer as a result of the loss of confidentiality of any such information.

**4) Liability**

- i)* Musica Kirklees shall not be liable for any direct or indirect, special, incidental or consequential damages, including the loss of profits, business revenue or goodwill arising from the use or access of or inability to use or access, interruption or availability of this website, its operation or transmission, computer viruses, loss of data or otherwise in respect of its use.
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## **5) Copyright**

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## **7) Web Links**

- i)* The provision by Musica Kirklees of a link to another website does not constitute any authorisation by Musica Kirklees to the user to access material held at that location, nor is it evidence of any endorsement by Musica Kirklees of the material held there.
- ii)* Musica Kirklees accepts no responsibility or liability for the privacy of your personal information on such websites, as these are beyond our control.
- iii)* Musica Kirklees will accept no responsibility or liability in respect of any materials on any website which is not under its control.

## **8) Website Problems**

- i)* This website has been thoroughly tested and should work properly at all times. However, if you experience problems at any time, please return to the homepage and try again.
- ii)* If the problem persists you can contact us by following the link on the ['Contact Us' page](#).

## **9) Warranties**

- i)* The information, materials and functions contained in this website including text, graphics, links or other items are provided on an "as is" basis excluding any warranty whatsoever, express or implied, including but not limited to warranties of satisfactory quality, fitness for a particular purpose or freedom from computer viruses.
- ii)* Musica Kirklees excludes any liability for any errors in or omissions from information, materials and functions included in this website or any third party websites linked to or from this website.

## **10) Enforceability**

- i)* In the event any provision of these terms and conditions of use and access to this website is held unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by an enforceable provision that comes the closest to the intention underlying the unenforceable provision.

## **11) Information**

- i)* While care has been taken in the preparation of this website to ensure that the information contained on it is accurate, no warranty or representation of satisfactory quality or fitness for a particular purpose, non-infringement of title, whether express or implied, is given, nor is any warranty or representation given that the information and materials contained on this website are free from errors or inaccuracy.
- ii)* All information on this website is subject to modification from time to time without notice.
- iii)* Musica Kirklees may at any time revise these Terms of Use without notice by posting changes on-line.
- iv)* You are responsible for reviewing all information posted on-line and the continued use of this website after changes are posted constitutes your acceptance of the modified Terms of Use.