

Subscription Terms & Conditions

SUBSCRIPTION TERMS AND CONDITIONS

These terms and conditions (the "Agreement") are the terms on which the services ("Service") are provided to you ("You"/"Your") through / ("Website"). Please read this Agreement carefully before subscribing to the Service. You should keep a copy of this Agreement for future reference. Click "Print Friendly" at the bottom of the page to print or download. We will not file a copy of any orders for subscription to the Service ("Orders") made by You. This Agreement is only available in the English language.

Any products or services which we make available to You on or via the Service are subject to additional terms and conditions which will be notified to You when You access the relevant parts of this Website. Read Our **Website Terms of Use** which sets out the terms by which You may use the publicly accessible portions of /.

We are concerned about the safety and well being of all our users, but children in particular. Parents and guardians who allow their children to use the Service should take care to supervise and assist their children. We remind you that the Service is designed to appeal to a wide audience. We remind parents and guardians that it is their responsibility to supervise their children and to determine whether the Service and particular areas of the Website are suitable for your child.

1. GENERAL INFORMATION

1.1 We are AccessArt a charity registered in England and Wales under registration number 1105049 and our registered address is 6 West Street, Comberton, Cambridge CB23 7DS

("We"/"Us"/"Our").

1.2 If You have any questions, complaints or comments on the Website then You may contact Us on **info@accessart.org.uk**.

1.3 We are a company limited by guarantee under registration number 5110197.

1.4 AccessArt provides online workshops to explore sculpture, drawing, sketchbooks, painting, photography, installation art, colour, teenage creativity and other visual arts exploration. We also offer online distance learning courses for adults and children, online participatory projects, pdfs and organise events and workshops.

1.5 AccessArt is registered as a data controller for the purposes of the Data Protection Act 1998. Our registration number on the register of data controllers maintained by the Information Commissioner is [insert registration number]. If You have any queries about how We use Your personal data please contact info@accessart.org.uk. Read Our Privacy Policy which contains important information about how We use Your information.

2. YOUR USE OF THE SERVICE

2.1 Registration

You must complete the registration form by providing us with true, accurate, current and complete registration information about yourself (with your parent or guardian where you are under 18 years of age) in order to register as a full AccessArt member and to receive the Service.

2.2 Passwords and Security

You are responsible for maintaining the confidentiality of Your password and username and are responsible for all activities that are carried out under them. We do not have the means to check the identities of people using the Service and

will not be responsible for losses suffered by You where Your password or username is used by someone else unless this is due to Our negligence. You agree to notify Us immediately by email to **info@accessart.org.uk** if You become aware of or suspect any unauthorised use of Your password or username.

2.3 Rights granted and rights reserved

2.3.1 Your use of the Service and its contents grants no rights to You in relation to Our intellectual property rights including, without limitation, copyright trade marks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties in the Service and its contents.

2.3.2 You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, webpages or materials on the Service or the computer codes of elements comprising the Service other than for Your own personal use. Subject to the above, You may download insubstantial excerpts of this content to Your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

2.3.3 Any use other than that permitted under this clause may only be undertaken with Our prior express authorisation.

2.3.4 By submitting information, text, photos, graphics or other content to Us via the Service, You grant Us a right to use such materials at Our own discretion in any media including, without limitation, to edit, copy, reproduce, disclose, post and remove such materials from the Website.

2.4 Links to and from other Websites

2.4.1 You may establish links to the Website provided:

- You do not remove or obscure, advertisements, the copyright notice or other notices on the Website;

- You give Us notice of such link by sending an e-mail message to Us at **info@accessart.org.uk** ; and
- You stop providing links to the Website immediately if We require You to.

2.4.2 We may provide links to other websites from time to time (via advertising or otherwise). You acknowledge that:

- these links are provided for Your ease of reference and convenience only;
- We do not control such third party websites and are not responsible for their contents;
- Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators;
- We will not be party to any transaction or contract with a third party that You may enter into via such sites;
- We shall not be liable to You in respect of any loss or damage which You may suffer by using those websites; and
- You agree that You will not involve Us in any dispute between You and the third party.

2.5 User conduct

You agree that in using the Service You will not:

2.5.1 use the Service in any way that may lead to the encouragement, procurement or carrying out of any criminal activity;

2.5.2 use the Service for any purpose other than Your personal use;

2.5.3 use the Service in any way that interrupts, damages, impairs or renders the Service less efficient;

2.5.4 email, transmit or otherwise disseminate any content which is defamatory, obscene, in breach of copyright, vulgar or indecent or may have the effect of being harassing,

threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise;

2.5.5 advertise or promote third party or Your own products or services including by way of the distribution of 'spam' email;

2.5.6 transfer files that contain viruses, trojans or other harmful programs; or

2.5.7 access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the Website security measures.

2.6 We reserve the right to suspend, restrict or terminate Your access to the Service at any time without notice if We have reasonable grounds to believe You have breached any of these restrictions. This shall not limit Our right to take any other action against You that We consider appropriate.

2.7 Your Promises to Us

You confirm that:

2.7.1 all information and details provided by You to Us (including on registration) are true, accurate and up to date in all respects and at all times;

2.7.2 You will comply with the restrictions on Your use of the Service as set out in this Agreement; and

2.7.3 In relation to any material submitted to or posted on the Service by You that You have the right to do so and have obtained all necessary licences and or approvals.

2.8 You acknowledge that We have limited control over the nature and content of information and programs transmitted or received by You or other users of the Service. You agree to compensate Us from any claim or damages (including any legal

fees in relation to such claim or damages) made by a third party in respect of any matter in relation to or arising from Your use of the Service including any breach or suspected breach of this Agreement or Your violation of any law or the rights of a third party.

2.9 If We take legal action against You for non-payment or any other breach of this Agreement and a court makes an award in Our favour You will be responsible for all costs allowable by the Courts.

3. THE SERVICE

3.1 About the Service

3.1.1 The Service will commence upon Our provision of a subscription confirmation to You by email. In the unlikely event that We are unable to commence the Service within a 30 day period from the day after You submit Your Order, We will give You the option of continuing with the Order or cancelling and receiving a full refund of any sums paid.

3.1.2 If We are unable to provide the Service which You have subscribed to, We may provide substitute services of equivalent quality and price. In this case We will give you the option of cancelling your subscription and receiving a full refund of any sums paid.

3.1.3 Your Order constitutes an offer to Us to subscribe to the Service. All Orders are subject to availability and to acceptance by Us. We will send You an email acknowledging receipt of Your Order. Please note that this does not constitute acceptance by Us. The contract for Your Subscription is formed when We send You a subscription confirmation by email.

3.2 From time to time We may offer You the chance to enter competitions or take up certain promotional offers. We will alert You to any specific terms which apply to such

competitions or promotions at the relevant time.

3.3 The Service Charge

3.3.1 The charge for the Service is stated on the Website from time to time and as confirmed to You during the Order process, except in the case of obvious error ("Charge"). We will give You at least 30 days' notice of any increase in the Charge. If You wish to cancel Your subscription to the Service You may do so by giving Us 30 days' notice in writing to **info@accessart.org.uk** unless otherwise set out in this Agreement.

3.3.2 Payment will be debited from Your account on a recurring basis as may be applicable until You terminate this Agreement pursuant to clause 3.4.2.

3.3.3 You confirm that the credit/debit card that is being used is Yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of Your card refuses to authorise payment We will not accept Your Order and We will not be responsible for any delay or non-delivery and We are not obliged to inform You of the reason for the refusal. We are not responsible for Your card issuer or bank charging You as a result of Our processing of Your credit/debit card payment in accordance with Your Order.

3.4 Term and cancellation

3.4.1 This Agreement will begin on the date We send You an email confirming Your subscription and will continue until We or You terminate or cancel it in a manner set out in this clause.

3.4.2 You may terminate this Agreement by giving Us 30 days' written notice pursuant to clause 5 or in the event that you have subscribed to the Service online, by cancelling it Yourself via the Cancel Subscription Page at **/?page_id=2234**.

3.4.3 Will refund any Charges which You have paid in advance for the Service for the period after the Agreement has ended.

3.4.4 We may also suspend the Service and terminate this Agreement without notice and without refunding any advance payments in the following circumstances:

- if You breach any of Your obligations under this Agreement;
- or
- if bankruptcy proceedings are brought against You, or if You do not pay a court judgment on time, or if You make an arrangement with Your creditors or if Your assets are the subject of any form of seizure.

4. OUR LEGAL OBLIGATIONS AND LIMITS ON OUR LIABILITY

4.1 Nothing in this Agreement shall exclude or limit Our liability for fraudulent misrepresentation or for death or personal injury resulting from Our negligence or the negligence by Us, Our employees or agents.

4.2 We do not accept any liability for damage to Your computer system or loss of data that results from Your use of the Service and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features.

4.3 Whilst We use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to Our attention, We do not warrant that the information on the Service itself will be free from errors or omissions.

4.4 We do not warrant that the Service will be available uninterrupted and in a fully operating condition.

4.5 Access to the Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond Our control.

4.6 The Service is provided on an 'as is' and 'as available' basis. We do not make any representation or give any warranty (whether express or implied) in respect of the Service or its content, including, without limitation, any advice given (on a personal or general basis) and statements made by advertisers on or via the Service. Any decisions or action taken by You on the basis of information provided on or via the Service are at Your sole discretion and risk and You should obtain individual professional advice where necessary. Nothing in this clause 4 shall restrict Your statutory rights (including Your rights to receive a reasonable standard of service).

4.7 We are not responsible for:

- losses not caused by Our breach;
- indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by You and Us at the time of entering into this Agreement, for example loss of profits or loss of opportunity;
- content posted by other users; or
- failure to provide the Service or to meet any of Our obligations under this Agreement where such failure is due to Events Beyond Our Control.

"Events Beyond Our Control" means any cause beyond Our reasonable control which prevents Us from providing the Service or fulfilling any of Our other obligations under this Agreement and includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

4.8 Subject to clause 4.1, Our aggregate liability to You for any loss or damage arising out of or in connection with this Agreement shall be limited in respect of each claim to the Charges paid during a one year period. This limitation applies to any claims arising from Us breaching this Agreement, doing things wrong (such as breaching any duty that we may owe you) or being negligent.

5. NOTICES

If We need to notify You under this Agreement, We will do so by email to the email address which You have given us during the registration process. If You need to notify Us under this Agreement please do so by email to **info@accessart.org.uk**.

6. TRANSFER OF THIS AGREEMENT

6.1.1 We may wish to transfer Our rights or obligations or sub-contract Our obligations under this Agreement to another other legal entity. You agree that We may do so provided that:

- this will not adversely affect the standard of Service You receive under this Agreement; and
- in the case of transfer only, after We notify You of the date on which We will transfer Our rights and obligations under this Agreement to another legal entity, Your only rights under or in connection with this Agreement will be against the new legal entity and not against Us.

6.1.2 This Agreement is personal to You and is not intended to give rights to anyone except You and Us. You may not transfer Your rights or obligations under this Agreement to anyone else. This does not affect Our right to transfer this Agreement under clause 6.1.1.

7. PERSONAL DATA AND PRIVACY

7.1 Please see Our **Privacy Policy** which contains important information about how We use Your personal data and other information regarding Your privacy.

7.2 We will co-operate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of or locate anyone breaching clause 2.5 or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders. There may be other circumstances in which We may be required by law to disclose information

about You or Your use of the Website.

8. CHANGES TO THESE TERMS AND CONDITIONS

8.1 We are constantly looking for new ways to improve the Service. We therefore reserve the right to amend this Agreement from time to time in order to reflect changes to the Service. We will give You reasonable notice of any changes to this Agreement. You may terminate this Agreement by giving Us notice by email if We tell You We are changing this Agreement to Your detriment.

9. WHAT HAPPENS IF PART OF THIS AGREEMENT IS INEFFECTIVE

If any part of this Agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

10. WAIVER

If You breach this Agreement and We take no action against You, We will still be entitled to use Our rights and remedies in any other situation where You breach this Agreement.

11. GOVERNING LAW AND JURISDICTION

We will do Our best to resolve any disputes over this Agreement. If You wish to take court proceedings against Us You must do so within the United Kingdom. If You live in England or Wales the laws of England and Wales shall apply, if You live in Scotland, Scottish laws shall apply and if You live in Northern Ireland, Northern Ireland laws shall apply.

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