

# Website Terms of Use

**By using the Firebrake Website you agree to be bound by these website terms of use (“Terms of Use”), and in particular you agree and accept the disclaimers and limitations of liability contained in these Terms of Use. Please read these Terms of Use carefully before using the Firebrake Website. If you do not wish to be bound by these Terms of Use, please discontinue use of the Firebrake Website immediately.**

In these Terms of Use:

“Content” means the design, text, graphics and other material on the Firebrake Website;

the “Firebrake Website” means the website accessed via the website address [www.firebrake.org](http://www.firebrake.org);

“Users” or “User” means the users of the Firebrake Website collectively and/or individually as the context requires;

“we” and/or “us” and/or “our” means Wales Community Fire Safety Trust Limited, a charity registered under number 1100964 and a company limited by guarantee, registered in England and Wales under company number 4556865, whose registered office is at Ground Floor, 6 Hazell Drive, Newport NP10 8FY;

“Website” means any other site on the world wide web;

“you” and/or “your” means the person using the Firebrake Website.

## 1. Terms of Use of the Firebrake Website

- 1.1 We will permit you to access, use and interact with the Firebrake Website on and subject to these Terms of Use.
- 1.2 You are permitted to view, copy, download, print out and use the Content for your own personal non-commercial use.
- 1.3 The Firebrake Website is for the personal use of individual Users only. It may not be used in connection with any commercial endeavours.
- 1.4 **If you are under 18**, you must obtain your parent or guardian’s consent before using the Firebrake Website and before providing any information to us. Your parent or guardian will be responsible for you complying with these Terms of Use. We may require confirmation from your parent or guardian that they have given their consent.

## 2. Your Obligations

- 2.1 You must not:
  - (a) copy, download, reproduce or use the Content or any part of it in any manner whatsoever, except as permitted under paragraph 1.2;
  - (b) alter any part of the Content;

- (c) remove any trade marks, copyright or any other intellectual property notices or watermarks forming part of the Content or from any material copied or printed from the Firebrake Website;
  - (d) use the Firebrake Website to conduct any activities that breach any laws, infringe any other party's rights or breach any standards or codes published by any relevant authority;
  - (e) impersonate another User;
  - (f) interfere with or attempt to interfere with any security measures belonging to or relating to the Firebrake Website.
- 2.2 You are responsible for configuring your information technology, computer programs and platform in order to access the Content. You should use virus protection software. You must not transfer files that contain viruses or other harmful programs.
- 2.3 If you wish to purchase goods or services which may be sold via the Firebrake Website from time to time, you must read and accept the relevant terms and conditions of sale before making such purchase.
- 2.4 Access to parts of the Firebrake Website may be restricted to certain users and/or may be protected by user identification codes and/or passwords. Responsibility for the security of any user identification code and/or password relating to your use of the Firebrake Website rests with you and you must keep such user identification code and/or password confidential at all times and must not share it with any other person nor with multiple users on a network. We reserve the right at any time without notice to disable your user identification code and/or password and to revoke your access rights if in our sole opinion you have failed to comply with any of the provisions of these Terms of Use.

### 3. **Our Obligations**

#### 3.1 We will:

- (a) use reasonable endeavours to exercise reasonable care when placing Content on the Firebrake Website;
- (b) use reasonable efforts to make the Firebrake Website available;
- (c) take reasonable steps to ensure that any interruptions to access to the Firebrake Website by any event within our control are kept to a minimum. In this regard please note that access to the Firebrake Website may be interrupted for short periods whilst essential maintenance works and/or upgrades to the Firebrake Website are carried out.

### 4. **Intellectual Property**

- 4.1 All copyright, trade marks and all other intellectual property rights in the Content and the selection or arrangement thereof shall remain at all times vested in us or our licensors. You are permitted to use this Content only as expressly authorised in paragraph 1.2 and must not use the Content for any other purpose (including commercial exploitation or creation of derivative works) nor assist or facilitate any third party to use the Content.

4.2 If you become aware of any unauthorised use of the Content, you agree to notify us immediately.

4.3 Our names and logos are our trade marks and trade names and may not be used without our express prior written consent.

## 5. **Your Warranties**

5.1 By using the Firebrake Website, you represent and warrant that:

- (a) you have the requisite right and authority to use the Firebrake Website and to be bound by these Terms of Use;
- (b) all information and details provided by you to us are true, accurate and up to date in all respects and at all times; and
- (c) you will comply with these Terms of Use including, without limitation, the restrictions relating to acceptable use set out at paragraph 1 above, and your obligations set out at paragraph 2 above.

5.2 You agree to indemnify us and hold us harmless from and against any and all claims, demands, actions, proceedings, losses, damages, costs, expenses (including, without limitation, legal expenses) and other liabilities suffered or incurred in connection with or relating to or arising from your use of the Firebrake Website, any breach or suspected breach of these Terms of Use by you or your violation of any law or the rights of any third party.

## 6. **Limitations and Exclusions of Liability**

6.1 To the fullest extent permitted by law, we do not make any representations or warranties, express or implied, with respect to the Firebrake Website or the Content including without limitation as to the accuracy, timing, reliability, completeness or suitability for any purpose of information or statements contained therein, or statements, advice and opinions given by Users on the Firebrake Website. The Content may contain inaccuracies or typographical errors. Parts of the Content may be out of date, and we do not make any commitment to update such material. We may make changes to the Content at any time without notice.

6.2 We do not warrant or represent that:

- (a) access to the Firebrake Website or any part thereof will be uninterrupted, reliable or fault free; or
- (b) the Firebrake Website is free of viruses or bugs.

6.3 We exclude to the fullest extent permissible at law any and all liability howsoever arising for:

- (a) any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to the Firebrake Website or the Content;
- (b) the unavailability of the Firebrake Website (or any part of it);

- (c) any misrepresentation on or relating to the Firebrake Website or Content (other than a fraudulent misrepresentation made by us or on our behalf).
- 6.4 NEITHER WE NOR ANY OF OUR DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES WILL BE LIABLE, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, FOR ANY LOSS OR DAMAGE WHATSOEVER AND WHETHER DIRECT OR INDIRECT ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE FIREBRAKE WEBSITE AND/OR YOUR RELIANCE UPON ANY CONTENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO SOFTWARE OR HARDWARE, ECONOMIC LOSS, LOSS OF DATA, CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF OR DAMAGE TO PERSON OR PROPERTY AND CLAIMS OF THIRD PARTIES.
- 6.5 None of the exclusions and limitations of liability in these Terms of Use are intended to limit or exclude any rights you may have as a consumer or other statutory rights which may not be limited or excluded nor in any way to exclude or limit our liability to you for death or personal injury resulting from negligence.
- 6.6 Each of the above exclusions and limitations of liability shall be construed as a separate and severable provision of these Terms of Use.
7. **Third Party Websites**
- 7.1 From time to time links may be available from the Firebrake Website to third party Websites. We will not be liable in any way whatsoever for, and we do not make any representations, warranties, recommendations or endorsements in connection with, the availability of any such Website or any content, advertising, products or services on or available from such Websites. If you decide to access any of the third party Websites linked to the Firebrake Website you do so at your own risk.
- 7.2 If you would like to create a link to the Firebrake Website you may contact us at [info@firebrake.org](mailto:info@firebrake.org) to request a link.
- 7.3 You may only link to the Firebrake Website on the basis that you link to the homepage of the Firebrake Website and subject to the following conditions:
- (a) you do not create any frame or any other browser or border environment around the Firebrake Website;
  - (b) you do not in any way imply that we are endorsing any products or services other than our own;
  - (c) you do not misrepresent your relationship with us nor present any other false information about us;
  - (d) you do not use any of our trade marks or logos or any other intellectual property displayed on the Firebrake Website without our express written permission;
  - (e) you do not link from a Website that is not owned by you; and
  - (f) your Website does not contain content or material that is defamatory, distasteful, offensive or controversial, infringes any intellectual property rights or other rights

of any third party or otherwise does not comply with all applicable laws and regulations.

7.4 We reserve the right to revoke the right granted in paragraph 7.3 above in the event of any actual or suspected breach of these Terms of Use and to take any action we consider necessary, including the removal of any link between the Firebrake Website and your Website.

## 8. **Visitor Material and Conduct**

8.1 Our Privacy Policy is incorporated into these Terms of Use. It sets out information about our use of personal information relating to you gathered from your use of the Firebrake Website **Insert link to Privacy Policy**.

8.2 Other than personal information covered under our Privacy Policy, any material you transmit or post to the Firebrake Website shall be considered non-confidential and non-proprietary, and we shall not have any obligations with respect to such material. We and others authorised by us shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

8.3 You are prohibited from posting or transmitting to or from the Firebrake Website any material:

- (a) that is threatening, defamatory, obscene, offensive, pornographic, seditious, abusive, liable to incite racial hatred, discriminatory, menacing, inflammatory, blasphemous, in breach of confidence and/or privacy or which may cause annoyance or inconvenience; or
- (b) for which you have not obtained the necessary consents and/or approvals; or
- (c) which constitutes or encourages conduct that would or may be considered a criminal offence, give rise to civil liability, or otherwise infringe the rights of any third party; or
- (d) which is technically harmful (including, without limitation, computer viruses, worms, corrupted data or other malicious software or harmful data).

8.4 We shall fully co-operate with any law enforcement authorities or court orders requesting or directing us to disclose the identity of, or locate, anyone posting material in breach of paragraph 8.3 above.

8.5 We reserve the right to remove any material posted on or transmitted to the Firebrake Website if in our opinion such material does not comply with any provision of these Terms of Use.

## 9. **Changes to these Terms of Use**

We reserve the right at any time without notice to revise, modify, alter and/or update the Content and these Terms of Use. You agree to be bound by any such revisions, modifications, alterations and updates. By continuing to use the Firebrake Website following the posting of any revisions, modifications, alterations or updates of these Terms of Use you will signify that you agree to be bound by the revised, modified,

altered or updated Terms of Use. You should review these Terms of Use from time to time to check the current version of these Terms of Use which is binding on you.

## 10. **General**

- 10.1 If any court holds any provision of these Terms of Use to be void or unenforceable, it shall be deleted and the remaining provisions shall continue in full force and effect.
- 10.2 These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 10.3 We shall not be liable for any failure of, or any suspension or termination of access to, the Firebrake Website or any Content arising out of a force majeure event. A force majeure event shall include, without limitation, failure of infrastructure, government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting us or our suppliers.

## 11. **Feedback and Complaints**

If you have any complaints about any aspect of the Firebrake Website or if you have any questions or would otherwise like to provide any feedback, then you can contact us by email at: [info@firebrake.org](mailto:info@firebrake.org).