

## TERMS AND CONDITIONS OF USE FOR THE HURLINGHAM POLO ASSOCIATION WEBSITE

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

### OWNERSHIP

This website (the Website) is the website of the Hurlingham Polo Association (the HPA).

Unless specifically stated otherwise, the HPA is not responsible for the information on the Website and makes no warranty in respect of the Website's timeliness, accuracy or availability. The information provided is subject to the HPA Privacy Policy ( [http://www.hpa-polo.co.uk/HPA\\_Privacy\\_Policy.pdf](http://www.hpa-polo.co.uk/HPA_Privacy_Policy.pdf) ) which you should read before accessing such information.

### LEGAL AGREEMENT

By entering the Website, and/or any page accessible on this site you accept, without limitation or qualification, the terms and conditions set out below (the Terms) without modification. By accessing and using the website, you acknowledge that you are bound by the Terms.

If you do not wish to be bound by the Terms you should not access or use the Website.

The HPA may modify the Terms in its absolute discretion from time to time without individual notice to you. You will be deemed to have accepted any modifications if you continue to use the Website after they have been posted.

### INTELLECTUAL PROPERTY RIGHTS

The Website, and all the information and graphic representations or images on it (the Content), are owned by, or licensed to the HPA. The copyright and all other intellectual property rights in the Content are the sole and exclusive property of the HPA or its licensors.

You may view the Website on your computer screen and print its contents on your printer for your personal and non-commercial use only. For the avoidance of doubt, anything printed will form part of the Content.

Without the HPA's written consent, you may not use, transfer, copy or reproduce any part of the Content, the website or its source HTML code in whole or in part, in any form or by any means, electronic, mechanical or otherwise, except for the sole purpose of viewing its content. This includes electronic reproduction by uploading or downloading.

You warrant that it is legal for you to view this site in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction, in viewing or using the Content.

### USING THE WEBSITE

Wherever you are asked to provide information in connection with the Website, you agree to provide true, accurate, current and complete details. You are not obliged to provide the HPA with any optional information requested.

You agree not to:

- impersonate another person or use a false name or a name you are unauthorised to use, or create a false identity or origin or e-mail address or try to mislead us or others as to identity or origin of any communications or to provide inaccurate or unreliable contact details;

- modify, access or make available data stored on a computer or device which you have accessed through our network, when either: the owner of the data, computer or device has taken steps to prevent you from doing this; or the owner has expressed a wish that you do not do this;

make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect information about others (eg. names/addresses) without their prior consent;

damage, interfere with or disrupt access to the Website or do anything which might impair its functionality;

use the Website in any way to send unsolicited (commercial or otherwise) e-mail (~~Spam~~) or any material for marketing or publicity purposes, or any similar abuse of either;

publish, post, distribute, disseminate or otherwise transmit, defamatory offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;

make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, ~~trojan horses~~, ~~worms~~, or any other harmful software;

falsify the true ownership of software or other material or information contained in a file made available via the Website;

obtain or attempt to obtain unauthorised access, through whatever means, to the Website.

## **NO UNLAWFUL OR PROHIBITED USE**

You undertake to the HPA that you will not use the Website for any purpose or in any way that is prohibited by these Terms or is otherwise unlawful.

You agree to indemnify the HPA, its officers, employees, and licensors in respect of any loss that it or they may suffer as a result, directly or indirectly, of any breach by you of this undertaking.

## **OUR USE OF YOUR PERSONAL DETAILS**

Please see our Privacy Policy ( [http://www.hpa-polo.co.uk/HPA\\_Privacy\\_Policy.pdf](http://www.hpa-polo.co.uk/HPA_Privacy_Policy.pdf) )

## **LIABILITY DISCLAIMER**

You agree that you use the Website entirely at your own risk.

In preparing the Website, the HPA has endeavoured to offer current, correct and clearly expressed information. However, the HPA cannot guarantee that the information will be accurate, complete or current at all times and accepts no liability for any reliance placed by any person on the information.

The HPA makes no representations or warranties of any kind about the suitability, reliability, timeliness, and accuracy of the information contained on the website, or any messages posted or sent via the website, for any purpose. The HPA expressly disclaims all warranties and conditions with regard to this information, including, without limitation, warranties of technical efficiency, satisfactory quality, availability, non-infringement, completeness and fitness for a particular purpose.

The website may contain advertisements. The HPA is not responsible for and does not endorse the content of such advertisements, and does not accept any responsibility for any errors or inaccuracies in such advertising material.

The HPA shall not be liable for any damages whatever, including but without limitation to, damages for loss of use, data or profits, arising out of the use or performance of the website, the provision of or failure to provide services, or for any information obtained through the website, or otherwise arising out of the use of the website, whether based on contract, tort, or otherwise, without limitation, even if the HPA has been advised of the possibility of damage.

If you are dissatisfied with any portion of the website, or with any of these terms of use, your sole remedy, except as specifically provided in these terms, is to stop using the Website.

Notwithstanding anything in these terms the HPA does not disclaim liability for death or injury caused by its own negligence.

The HPA reserves the right to remove any information or material on the Website without warning, and without prejudice to any other accrued rights, and/or make available such information or material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

## **AVAILABILITY**

The HPA reserves the right at any time to modify or discontinue, temporarily or permanently, your access to or use of the Website with or without notice.

## **VIRUS PROTECTION AND COMPATIBILITY**

While certain precautions have been taken to detect computer viruses and ensure security, the HPA can not guarantee that the Website is virus-free and secure.

The HPA shall not be liable for any loss or damage which occurs as a result of any virus or breach of security. The HPA does not give any warranties as to the compatibility of the Website with your computer systems, software and/or hardware.

## **LINKS TO THIRD PARTY SITES**

The website contains links to websites operated by parties other than the HPA (Third Party Websites). These links are provided for your convenience. When you activate one of them, you will leave the Website. The HPA has no control over, and will accept no responsibility for or liability in respect of, material on any website that is not under its control.

The inclusion of links to Third Party Websites does not imply any endorsement of the material on them or any association with their operators.

You will not arrange for any Third Party Website to be connected to any part of the Website by way of hyperlink or otherwise without the HPA's written consent.

## **TERMINATION**

The HPA may restrict your access to the Website, refuse to correspond with you, and/or remove your details from the relevant database without prejudice to any other accrued rights, without prior notice to you where:

there is a regulatory or statutory change limiting the ability to provide access to the Website;

there is any event beyond the reasonable control of the HPA preventing The HPA from providing access to the Website (for example, and without limitation, technical difficulties, capacity problems and communications failures);

The HPA considers in its sole discretion that you are abusing the Website or are otherwise acting in breach of these Terms.

## **MONITORING**

The HPA reserves the right to monitor and track your visits to the Website.

## **GENERAL**

Unless otherwise specified, the Website is directed solely at those who access this site from the United Kingdom. Those who choose to access the Website from locations outside of the UK are responsible for compliance with local laws if and to the extent local laws are applicable.

A failure or delay by the HPA in enforcing compliance with these Terms shall not be a waiver of that or any other provision of these Terms.

None of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

These Terms constitute the entire agreement between you and the HPA as to your use of the Website and shall supersede any prior agreement or representation in respect thereof.

The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

Any and all notices to be given by either one of us to the other pursuant to or in connection with these Terms shall be deemed sufficiently given when forwarded by e-mail or facsimile transmission in each case addressed to you at the e-mail address or facsimile number you have given us or to us at the e-mail address or facsimile number displayed on the Website.

English law governs these terms and conditions. You submit to the non-exclusive jurisdiction of the English courts.

**COPYRIGHT AND TRADE MARK NOTICES:**

All contents of the website are: Copyright 2011 Hurlingham Polo Association