

Website Terms and Conditions

Website Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may access our website <https://peeraction.net> (our site). This acceptable use policy applies to all users of, and visitors to, our site. Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy.

This page (together with the documents referred to in it) tells you the terms of use on which you may make use of our website 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.

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.

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 Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. 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. From time to time, we may restrict access to some parts of our site, or our entire site

Reliance on information posted

Commentary and other materials posted on our site, or in any email or telephone communication instigated via contact via our site, are not intended to amount to advice on which reliance should be placed. 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.

Our liability

The material displayed on our site, or in any email or telephone communication instigated via contact via our site, is provided without any guarantees, conditions or warranties as to its accuracy.

To the extent permitted by law, we and third parties connected to us expressly exclude liability for any and all risk and liability 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 below. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law, 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:

- 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.

Transactions concluded through our site

Contracts for the supply of goods, services, and information formed through our site or as a result of visits made by you are governed by this policy - 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 our 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 or confidentiality.

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 our

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 unauthorised 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 co-operate 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.

Linking to our site

You may link to any page of our site, or take advantage of our affiliate linking scheme but you must represent our site fairly and accurately. We reserve the right to contact you and remove permission to link to our site if we feel that you are misrepresenting our site or our content.

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.

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.

Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

In any way that breaches any applicable local, national or international law or regulation.

In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

For the purpose of harming or attempting to harm minors in any way.

To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below)

To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these provisions of

Not to access without authority, interfere with, damage or disrupt:

any part of our site;

any equipment or network on which our site is stored;

any software used in the provision of our site; or

any equipment or network or software owned or used by any third party.

Interactive services

We may from time to time provide interactive services on our site, including, without limitation; Chat rooms, Bulletin boards (forums), Comments, Feedback. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

The use of any of our interactive services by a minor is not permitted under any circumstances, because of the nature of our work and legal frameworks preventing such use. When a minor is found to be using our services we will immediately block the user together with the parents or guardians of the said user who permitted such access..

We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Content standards

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based any criteria.
- Infringe any copyright or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy or confidentiality, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with this acceptable use policy constitutes a material breach of the conditions upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the Website Acceptable Use policy

We may revise this Website Acceptable Use Policy 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 make, as they are legally binding on you.

Some of the provisions contained in this Website Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our site.

Confidentiality Policy

Peer Action (“**We**“) are committed to protecting and respecting your privacy and confidentiality. We have a separate Confidentiality Policy which is available on request from the Governance section of our Website. This policy (together with and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the Act), the data controller is The Trustees of Peer Action, c/o Community Base, 113 Queens Road, BRIGHTON, BN1 3XG

Information We May Collect From You

We may collect and process the following data about you:

Information that you provide by filling in forms on our site This includes information provided at the time of registering to use our site, subscribing to our service, searching for events and tickets, posting material or requesting further services. We may also ask you for information when you enter a competition or promotion sponsored us, and when you report a problem with our site.

If you contact us, we may keep a record of that correspondence.

When you make a booking, we will keep a record of your email address, and, in the case of tickets delivered by post, your delivery address

We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

Details of transactions you carry out through our site and of the fulfilment of your orders (*note however that we do not store any financial details, as clarified below*),

Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

IP Addresses and Cookies

We may collect information about your computer, including where available your IP address, computer MAC address, operating system and browser type, for system administration and to report aggregate information to our web developer. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

For the same reason

n, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us:

To estimate our audience size and usage pattern.

To store information about your preferences, and so allow us to customise our site according to your individual interests.

To speed up your searches.

To recognise you when you return to our site.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site.

Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

Where We Store Your Personal Data

The personal data that we collect from you will only be held on our secure servers within the United Kingdom and accessed by DBS checked users located within the United Kingdom. We will not transfer your data outside of the United Kingdom as required under the NHS Act, the Care Act, the Data Protection Act and the General Data Protection Regulation.

This however does not prevent DBS checked and authorised users (Trustees of the Charity) from accessing the website administration services (which do not have access to your personal data) e.g. event updates and reporting whilst travelling outside of the United Kingdom. Additionally whilst Payment through PayPal are governed by PayPal's agreement with you (and such processing of payments is not transacted on UK based servers) we do not store any of your details from PayPal other than the transaction confirmation code and your email address.

By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this policy. All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology and relevant details passed over a secure connection to PayPal, who process payments made through the site, and in the Case of Donations to Virgin Giving who process Gift Aid payments on our behalf. We never store your financial information.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. All passwords you provide to us are encrypted when stored on our servers. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Uses Made of the Information

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.

- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.

- To carry out our obligations arising from any contracts entered into between you and us.

- To allow you to participate in interactive features of our service, when you choose to do so.

- To notify you about changes to our service.

- To keep you informed of news and updates via a monthly email newsletter, from which you can unsubscribe instantly at any time (either by using a link at the bottom of the email)

Disclosure of Your Information

We will not disclose your personal information to any other organisation or body, save where we have been given express permission and instructions by you to do so or, if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our or to protect the rights, property, or safety of Peer Action members or volunteers, or others.

Your Rights

You have the right to ask us not to process your personal data for marketing purposes. When you make a booking we will add your email address to the email newsletter mailing list (as clarified in the booking terms and conditions), from which you can instantly unsubscribe at any time.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy

policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Access to Information

The Data Protection Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a statutory access fee of £2 to receive details of the information we hold about you.

Changes to Our Confidentiality Policy

Any changes we may make to our confidentiality policy in the future will be posted on our website under 'News' and you may request a copy of the updated policy via the governance pages of our website

Your concerns

Questions, comments and requests regarding this policy are welcomed, and If you have any concerns about material which appears on our site, please use the contact us link on the main menu pages. Thank you for visiting our site.

Information about us

<https://peeraction.net> is a site operated by Peer Action (“**We**”). We are registered in the United Kingdom under Charity number 1155754 and have our registered office at c/o Community Base 113 Queens Road, Brighton, BN1 3XG – we are a registered Charitable Incorporated Organisation