



TERMS AND CONDITIONS OF USE

<https://www.cityunitedproject.com/>

1 INTRODUCTION

- 1.1 These terms and conditions (“**T&Cs**”) apply between you, the User of this website <https://www.cityunitedproject.com/> (“**Website**”) and **The City United Project**, an unincorporated association operating on a not-for-profit basis under a formal constitution of members (“**CUP**” or “**we**”). The CUP is the owner and operator of the Website.
- 1.2 Please read these T&Cs carefully, as they affect your legal rights. Your agreement to comply with and be bound by these T&Cs is deemed to occur upon your first use of the Website. If you do not agree to be bound by these T&Cs, you should refrain from using the Website.
- 1.3 In these T&Cs, “**User**” or “**Users**” means any third party that accesses the Website and is not and member of or providing services to the CUP and accessing the Website in connection with the provision of such services.
- 1.4 This Website uses cookies and similar technologies. By continuing to use this Website you are agreeing to our use of cookies in accordance with our Cookie Policy, [available here](#).
- 1.5 These T&Cs must be read in conjunction with the CUP’s Privacy Policy, [available here](#).

2 SUITABILITY OF OUR SERVICES

The CUP is not currently regulated by any financial authority. Accordingly, the CUP does not provide investment advice or make personal recommendations to Users.

3 INTELLECTUAL PROPERTY AND ACCEPTABLE USE

- 3.1 All Content included on the Website, is the property of the CUP, its constituent members or other relevant third parties. In these T&Cs, “**Content**” means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this Website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the CUP’s prior written permission.
- 3.2 You may, for your own personal, non-commercial use only, retrieve, display and view the Content on a computer screen.

- 3.3 You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the express written permission of the CUP.

4 PROHIBITED USE

- 4.1 You may not use the Website for any of the following purposes:
- 4.1.1 in any way which causes, or may cause, damage to the Website or may interfere with any other person's use or enjoyment of the Website;
 - 4.1.2 in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order; or
 - 4.1.3 making, transmitting or storing electronic copies of Content without the permission of the CUP.

5 AVAILABILITY OF THE WEBSITE AND DISCLAIMERS

- 5.1 Any online facilities, tools, services or information that the CUP makes available through the Website, and the Website itself ("**Service**") is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. The CUP is under no obligation to update information on the Website.
- 5.2 This Website describes the CUP's capabilities and is for information purposes only. Nothing in this Website should be construed as investment, tax, legal, accounting or other advice.
- 5.3 Whilst the CUP uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 5.4 The CUP accepts no liability for any disruption or non-availability of the Website.
- 5.5 The CUP reserves the right to alter, suspend or discontinue any part (or the whole of) the Website. These T&Cs shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

6 LIMITATION OF LIABILITY

- 6.1 Nothing in these T&Cs will limit or exclude either party's liability:
- 6.1.1 for death or personal injury resulting from their negligence;
 - 6.1.2 for fraud or fraudulent misrepresentation; or
 - 6.1.3 in any way that is not permitted under applicable law.
- 6.2 The CUP will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 6.3 To the maximum extent permitted by law, the CUP and its members accept no liability for any of the following:
- 6.3.1 any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - 6.3.2 loss or corruption of any data, database or software; and/or

6.3.3 any special, indirect or consequential loss or damage.

7 THIRD PARTY WEBSITES

This Website may contain links to external websites operated by third parties. These links are included to give Users the opportunity to access other pages that it is felt may be of assistance to them. The CUP makes no representations as to the accuracy or any other aspect of the information contained on such websites and the CUP accepts no responsibility for the content of such websites.

8 DATA PROTECTION

On some pages of this Website, Users are asked to contact the CUP to provide, or obtain, further information. Please refer to our Privacy Policy (as referenced in clause 1) which provides information about how we gather and use personal information.

9 GENERAL

- 9.1 You may not transfer any of your rights under these T&Cs to any other person. We may transfer our rights under these T&Cs where we reasonably believe your rights will not be affected.
- 9.2 These T&Cs may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the T&Cs regularly to ensure familiarity with the then current version.
- 9.3 These T&Cs contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the T&Cs.
- 9.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these T&Cs and no third party will have any right to enforce or rely on any provision of these T&Cs.
- 9.5 If any court or competent authority finds that any provision of these T&Cs (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these T&Cs will not be affected.
- 9.6 Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 9.7 These T&Cs shall be governed by and interpreted according to the law of England and Wales and all disputes arising under these T&Cs (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

10 CONTACT DETAILS

Email: opco@cityunitedproject.com

Except where otherwise required by applicable law or regulations, all communication and documentation sent to you by The CUP will be in English. You may communicate with us in English.

For more information about this Website, including information concerning the personal data the CUP holds about you, please contact us by email: opco@cityunitedproject.com.