

Disclaimer

Published on ACAVA (<https://www.acava.org>)

Disclaimer

Information about us

www.acava.org [1] is a site operated by ACAVA ("We"). We are a registered charity (287894) and a registered company in England and Wales (1749730) and have our registered office at 54 Blechynden Street, London W10 6RJ.

Accessing our site

Access to the resources on our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

We may restrict access to some parts of this section of our site, or to our entire site, to users who are ACAVA members and selected partners.

If 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.

Using materials on our site

Voluntary organisations that wish to reproduce articles may do so for non-profit purposes with prior consent of ACAVA. ACAVA must be acknowledged. For commercial uses, please [contact us](#). [2]

Photos on our site are generally under copyright protection and cannot be used without contacting the copyright holder. ACAVA holds the copyright on all images attributed to ACAVA.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on information posted

The information resources and learning or networking facilities on our site are intended as guides to good practice in the context of current regulatory requirements. It is not legal or financial advice. If you require specific advice on any particular situation you should obtain your own legal or financial advice from independent solicitors or accountants.

Commentary and other materials posted on our site are not intended to amount to advice on which

Disclaimer

Published on ACAVA (<https://www.acava.org>)

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 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.

Our liability

The material displayed on 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, 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, without limitation any liability for:
- 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; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

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.

If you notice any errors in the information given on our site please [contact us](#) [2].

Uploading material to our site

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 below. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

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.

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 below.

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.

Disclaimer

Published on ACAVA (<https://www.acava.org>)

- 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 on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right 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 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.

Failure to comply with the above constitutes a material breach of the terms and 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.

Content must comply with applicable law in the UK and in any country from which they are posted. 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 these Terms and Conditions.

Linking to our site

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Disclaimer

Published on ACAVA (<https://www.acava.org>)

You must not establish a link from any website that is not owned by you.

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 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 are governed by English law.

Variations

We may revise these terms of use at any time by amending this agreement. You are expected to check from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Source URL: <https://www.acava.org/legal/disclaimer>

Links

[1] <http://www.acava.org/>

[2] <mailto:info@acava.org>