

# Commonwealth War Graves Commission

## Website

### Terms and Conditions of Use

#### 1 About our Terms

- 1.1 These Terms explain how you may use this website (the **Site**) which is provided by us free of charge.
- 1.2 References in these Terms to the Site includes the following websites: www.cwgc.org and all associated web pages and microsites.
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by:
- 1.6.1 post: Commonwealth War Graves Commission, 2 Marlow Road, Maidenhead, Berkshire, SL6 7DX
  - 1.6.2 e-mail enquiries@cwgc.org or
  - 1.6.3 telephone +44 (0)1628 507200

#### 1.7 Definitions

<b>Content</b>	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or available on the Site;
<b>CWGF</b>	means the Commonwealth War Graves Foundation, 2 Marlow Road, Maidenhead, Berkshire, SL6 7DX, UK, a charity registered with the Charity Commission in England and Wales with registration number 1171947;
<b>Cookie policy</b>	means the policy which governs how we use cookies in the Site;
<b>Member's Area</b>	means the restricted area of the Site only accessible to Scheme members;
<b>Online terms and conditions for the supply of goods</b>	means the terms and conditions which will apply to you ordering goods using the Site;
<b>Privacy policy</b>	means the policy which governs how we process any personal data collected from you;

<b>Scheme</b>	means the Supporters Scheme of the Commonwealth War Graves Foundation, as managed and regulated by the CWGF;
<b>Site</b>	has the meaning given to it in clause 1.1 and includes the Supporter's Area;
<b>Terms</b>	means these terms and conditions of use as updated from time to time under clause 11;
<b>Unwanted Submission</b>	has the meaning given to it in clause 4.1;
<b>We, us or our</b>	means the Commonwealth War Graves Commission, 2 Marlow Road, Maidenhead, Berkshire, SL6 7DX, UK
<b>You or your</b>	means the person accessing or using the Site or its Content.

1.8 Your use of the Site means that you must also comply with our Privacy, Cookie and Online terms and conditions for the supply of goods policies, where applicable.

## **2 Using the Site**

2.1 The Site is for your personal and non-commercial use only.

2.2 You agree that you are solely responsible for:

2.2.1 all costs and expenses you may incur in relation to your use of the Site; and

2.2.2 keeping your password and other account details confidential.

2.3 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

2.4 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at [enquiries@cwgc.org](mailto:enquiries@cwgc.org).

2.5 You may only use the Site for lawful purposes. You may not use our Site:

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

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

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

2.5.4 To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms.

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

2.5.6 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.

- 2.6 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

### **3 Supporters Area**

- 3.1 Access to the Supporter's Area is restricted to Scheme members only. Membership of the Scheme is determined, managed and regulated by the CWGF at its own discretion.
- 3.2 These Terms apply to all access to and use of the Supporter's Area.

### **4 Submitting Content to the Site**

- 4.1 You may contribute Content to the Site through uploading images, commenting on Content or otherwise interacting with the Site. While we encourage you to contribute to the Site, you must not:
- 4.1.1 publish any material in violation of the rights of any third parties;
  - 4.1.2 publish something that you do not own the rights in (including copyright) or do not have permission from the rights owner to publish.;
  - 4.1.3 include anything we consider offensive, inappropriate or defamatory (at our discretion);
  - 4.1.4 break the law, for example by saying something libellous, or by posting something which results in a criminal offence;
  - 4.1.5 share the personal information of living people without their permission. You may publish names and dates of birth of living people where this data comes from a legally permitted, publicly available source;
  - 4.1.6 impersonate another person;
  - 4.1.7 mine, collect or use any information from this Site with the intent to harm, discredit, harass or prejudice any other person;
- 4.2 While you will retain any copyright in any Content, by submitting Content to the Site you are granting us a non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use Content throughout the world in all media and by all means whatsoever now known or hereafter known or developed. You acknowledge that we have the unlimited right to edit, copy, alter, add to or take from, adapt or translate the Content. You acknowledge that we are not obliged to use the Content unless we choose to in our sole discretion.
- 4.3 By submitting the Content to the Site, you hereby irrevocably waive in favour of us, our assignees and licensees the benefit of all moral rights arising under the Copyright, Designs and Patents Act 1988 or similar rights arising under the laws of any jurisdiction.
- 4.4 Whilst we take security of the Site extremely seriously, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable. While we value your feedback, you agree not to submit any Unwanted Submissions.

4.5 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

## **5 Ownership, use and intellectual property rights**

5.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

5.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

5.3 You agree to credit us in any use of Content with the expression “Courtesy of the Commonwealth War Graves Commission”.

5.4 We take ownership of intellectual property rights very seriously. If you believe that you own the copyright in any of the Content on the Site, and we have not recognised you as the copyright owner, please contact us and we will investigate. While we are investigating, we may temporarily remove the Content in question. If we agree that you are the copyright owner, we will work with you to find a solution that you agree with, or we will take the Content in question off the Site permanently.

## **6 Accuracy of information and availability of the Site**

6.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

6.2 We may suspend or terminate operation of the Site at any time as we see fit.

6.3 You may have certain legal rights when using the Site (such as if the Online terms and conditions for the supply of goods apply to you). These are also known as ‘statutory rights’ as they are derived from laws such as the Consumer Rights Act 2015. A summary of your key rights is set out at the beginning of the Online terms and conditions for the supply of goods.

6.4 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

6.5 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

## **7 Hyperlinks and third party sites**

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

## **8 Limitation on our liability**

8.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

8.1.1 losses that:

- (a) were not foreseeable to you and us when these Terms were formed; or
- (b) that were not caused by any breach on our part

8.1.2 business losses; and

8.1.3 losses to non-consumers.

## **9 Events beyond our control**

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

## **10 Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

## **11 Variation**

These Terms are dated 15<sup>th</sup> May 2017. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

## **12 Disputes**

12.1 We will try to resolve any disputes with you quickly and efficiently. Our Complaints procedure can be found on the website.

12.2 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

12.3 Relevant United Kingdom law will apply to these Terms.