

The Holbeck Charitable Trust General Website Terms of Use (“Terms of Use”)

1. Introduction

Your access to and use of our website is subject to your compliance with all applicable laws, these Terms of Use and our [Privacy and Cookies Policy](#). Your use of our website [and any or all of our social media facilities (including but not limited to our [Facebook, Twitter and Google+] facilities)] constitutes your unqualified agreement to accept and comply with these Terms of Use and our Privacy and Cookies Policy. If you do not agree to these Terms of Use and our Privacy and Cookies Policy, you must not use our website.

These Terms of Use do not deal with the terms upon which we process and award grants. Please see our [Grant Application Guidelines](#) for such terms.

2. Use of Our Website

Our website is offered as a facility for organisations to apply for grants from us and, unless we otherwise agree, is directed solely at those who access our website from within the United Kingdom.

Whilst we use reasonable efforts to include accurate and up to date information on our website, errors may occur. We cannot give any warranty or representation as to the accuracy of the information, and do not accept responsibility for errors or omissions or for any action or decisions based on the information.

Your access to our website is given on a temporary basis. We reserve the right to withdraw and/or amend our website without giving notice to you. We may restrict your access to our website or any part(s) of our website from time to time.

3. Disclaimer of Liability

Your use of our website is at your risk. If you have any specific queries, please contact us by email at gerry.morrison@rollits.com. The information and materials provided on our website are of a general nature only and cannot be regarded as constituting advice or recommendations (professional or otherwise). We do not accept any liability for any direct, indirect, special or consequential losses or damages of whatever nature, including, but not limited to loss of anticipated savings, revenues, profit, information, goodwill or contracts, or for any loss of use or corruption to information, in each case arising out of our website, its availability or lack of availability or your use of any information contained on our website.

We exclude all warranties, express or implied, relating to the information and materials on our website to the fullest extent permitted by law.

Nothing in these Terms of Use shall be construed to exclude or limit (1) our liability for death or personal injury caused by our negligence, or fraudulent misrepresentation or (2) any rights you may have as a consumer to the extent that such liability and rights may not be excluded or limited under applicable statute or law.

You agree to indemnify us against all claims, losses and damages suffered and costs, expenses and liability incurred (including but not limited to legal expenses) as a result of your breach of these Terms of Use.

4. Links from and to our website

Hypertext links are links by which visitors can move from one website to another or from one page to another within the same website.

Our website contains hypertext links to third parties' websites. Any hypertext links between our website and any third party website are provided for your convenience only and we accept no liability whatsoever for the contents of any such third party website. We exclude to the fullest extent permitted by law all liability that may arise in connection with or as a result of third party website material or your accessing of third party websites causing any damage, costs, injury or loss of any kind.

You agree that if you wish to create any links between our website and any other website you will do so only in accordance with these Terms of Use or as we otherwise agree in writing. We reserve the right to withdraw any linking permission without notice.

You may link to the homepage of our website, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

You must not establish a link to our website in any website that is not owned by you or which does not comply with these Terms of Use.

Our website must not be framed on any other site and you may not create a link to any part of our website other than the homepage.

5. Trade Marks, Logos and Service Marks

The trade marks, logos and service marks (collectively "the Trade Marks") displayed on our website (whether registered or unregistered) are and shall remain the property of their respective owners. Nothing contained on our website shall be construed as granting any licence or right to use any Trade Mark displayed on our website without the prior written consent of the relevant Trade Mark owner other than as expressly set out in these Terms of Use. Your misuse or infringement of any of the Trade Marks displayed on our website is strictly prohibited.

6. Copyright

The copyright in each aspect of our website is owned by The Holbeck Charitable Trust (a company limited by guarantee) or our content or technology providers. All content is protected by copyright and may not be used except as expressly provided in these Terms of Use without our prior written consent. We do not warrant or represent that your use of materials displayed on our website will not infringe the rights of any third party.

Except where otherwise stated expressly, you must not copy, adapt, download, exploit or otherwise use the information contained on our website in any way, other than for the purpose of enquiring about or requesting information relating to our services or downloading and temporarily storing one or more of the pages of our website for the purpose of viewing, for your personal use only, on a personal computer or terminal. For the avoidance of doubt you shall not be entitled to reproduce, permanently store, or retransmit any of the contents of our website without our prior written consent.

7. Viruses

Whilst we try to keep our anti-virus software up-to-date we do not warrant that our website, its servers, downloadable files or e-mails which may be sent by us, are free from viruses or other harmful components.

You must not:

- introduce or attempt to introduce any virus or other contaminant to our website or any of its software or systems; or
- in any way attempt to access, alter, de-compile, reverse engineer, destroy or otherwise tamper with or interfere with the operation of any part of our website, its software or systems.

You acknowledge and agree that emails and Internet transmissions can never be guaranteed to be completely secure and that there is a risk that any message or information that you send to us by email or using the Internet may be intercepted and viewed by a third party. We shall not be liable for any emails or Internet transmissions that you send to us and any such emails or transmissions that you send to us shall be sent at your own risk.

8. Feedback

Any queries, feedback or comments you may have about this website should be submitted by emailing us at gerry.morrison@rollits.com or writing to us at The Holbeck Charitable Trust, c/o Rollits LLP, Rowntree Wharf, Navigation Road, York, YO1 9WE.

9. Privacy and Cookies Policy

Any personal information we collect from you shall only be used in accordance with our Privacy and Cookies Policy (a copy of which can be viewed by clicking [here](#)).

10. Connection and Charges

You are responsible for obtaining an appropriate connection with a telecommunications provider in order to access our website and for paying all charges you incur in accessing and using our website.

11. General

We may amend these Terms of Use from time to time. You are bound by any changes we make to these Terms of Use with effect from the date of the change. You can view the current version of these Terms of Use at any time by clicking on the Terms of Use link on the homepage of our website.

If any of these Terms of Use are unenforceable it shall not affect the enforceability of the rest of them. No waiver by us of any breach of these Terms of Use shall constitute a waiver of any other breach. No failure by us to exercise any remedy shall constitute a waiver of our right to subsequently exercise that or any other remedy.

Please note that these Terms of Use and our Privacy and Cookies Policy are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.