

FORUM Website Terms and Conditions

ATTENTION: This legal notice applies to the entire contents of the Website under the domain name www.forum4counsellors.co.uk (Website) and to any correspondence by e-mail between us and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website.

This notice is issued by the FORUM for Counsellors & Psychotherapists (“FORUM”).

FORUM is an unincorporated association of likeminded professionals.

If you have any comments or questions regarding the website please email forum4counsellorswebmaster@gmail.com

1. INTRODUCTION

1.1 You may access most areas of the Website without being a FORUM member however certain areas of the Website are only open to FORUM members.

1.2 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.

1.3 FORUM may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.

2. LICENCE

2.1 You are permitted to print and download extracts from the Website for your own use on the following basis:

- (a) no documents or related graphics on the Website are modified in any way;
- (b) no graphics on the Website are used separately from the corresponding text; and
- (c) FORUM’s copyright and trade mark notices and this permission notice appear in all copies.

2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by FORUM and/or the individual posting the information or its licensors. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with clause 2.1 for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

2.3 Subject to clause 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without FORUM's prior written permission.

2.4 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

3.1 While FORUM endeavours to ensure that the Website is normally available 24 hours a day, FORUM shall not be liable if for any reason the Website is unavailable at any time or for any period.

3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond FORUM's control.

4. VISITOR MATERIAL AND CONDUCT

4.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. FORUM shall have no obligations with respect to such material. FORUM and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from the Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking).

4.4 FORUM shall fully co-operate with any law enforcement authorities or court order requesting or directing FORUM to disclose the identity or locate anyone posting any material in breach of clause 4.2 or clause 4.3.

4.5 The services offered by FORUM through the website include information about the organisation, workshops and events, and ideas and notions specific to counsellors and

psychotherapists. This is available to visitors, and FORUM Members. There is a designated Members Area for those who subscribe to FORUM.

4.6 All material posted on the website is reviewed and pre-approved by the FORUM Committee.

4.7 All contributions will be reviewed by the FORUM Committee during committee meetings, which take place approximately 4 times a year.

4.8 This is not a site for advertising workshops or events other than those organised by FORUM

4.9 Appropriate permission/copyright evidence will be the responsibility of the contributor. The FORUM committee email addresses are posted on the website.

4.10 Website content is restricted in the following ways. Telephone numbers, street addresses or other contact details or identifying information of private individuals, and contact details of public figures without permission will not be permitted on the website. No advertising is permitted.

4.11 If you become aware of misuse of the website by any person, please contact the webmaster at forum4counsellorswebmaster@gmail.com. FORUM reserves the right in its sole discretion, to reject or refuse contributions and may restrict, refuse or terminate your contributions to all or any part of the website for any or no reasons, with or without prior notice and without liability.

4.12 Places for advertised workshops can be applied for via email or by post. Places are allotted by and at the discretion of the Workshop Co-ordinator, whose decision is final. Members of FORUM will be prioritised. Places usually are confirmed with payment within seven days of applying.

5. LINKS TO AND FROM OTHER WEBSITES

5.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. FORUM has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. FORUM therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

5.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

(a) you do not remove, distort or otherwise alter the size or appearance of the FORUM logo;

(b) you do not create a frame or any other browser or border environment around the Website;

(c) you do not in any way imply that FORUM is endorsing any products or services other than its own;

(d) you do not misrepresent your relationship with FORUM nor present any other false information about FORUM;

(e) you do not otherwise use any FORUM trademarks displayed on the Website without express written permission from FORUM;

(f) you do not link from a website that is not owned by you; and

(g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 FORUM expressly reserves the right to revoke the right granted in clause 5.2 for breach of these terms and to take any action it deems appropriate.

5.4 You shall fully indemnify FORUM for any loss or damage suffered by FORUM for breach of clause 5.2.

6. REGISTRATION

6.1 Each registration is for a single user only. FORUM does not permit you to share your user name and password with any other person nor with multiple users on a network.

6.2 Responsibility for the security of any passwords issued rests with you.

7. DISCLAIMER

7.1 While FORUM endeavours to ensure that the information on the Website is correct, FORUM does not warrant the accuracy and completeness of the material on the Website. FORUM may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and FORUM makes no commitment to update such material.

7.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, FORUM provides you with the Website on the basis that FORUM excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to the Website.

8. LIABILITY

8.1 FORUM, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of FORUM's committee members, officers or agents, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from

or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

8.2 Nothing in this legal notice shall exclude or limit FORUM's liability for:

(a) death or personal injury caused by negligence; or

(b) fraud; or

(c) any liability which cannot be excluded or limited under applicable law.

8.3 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

By Order of the Forum Committee

12th August 2018