



Website Terms and conditions

1. Terms of website use

- 1.1 These terms and conditions shall govern your use of our website www.wfoc.co.uk our site includes accessing and browsing.
- 1.2 By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.
- 1.3 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our cookies policy.

2. Our details

- 2.1 This website is owned and operated by Wallingford Festival of Cycling.
- 2.2 Our principal place of business is at The Old Counting House, 82e High street, Wallingford, OX10 0BS.
- 2.3 You can contact us:
 - (a) by post, using the postal address given in section 20.3;
 - (b) by telephone, on the contact number published on our website from time to time (01491 52800); or
 - (d) by email, using the email address published on our website from time to time. info@wallingfordfestivalofcycling.co.uk

3. Copyright notice

- 3.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. License to use website

- 4.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser; and



(c) print pages from our website,
subject to the other provisions of these terms and conditions.

4.2 Unless you own or control the relevant rights in the material (photographs, text and videos), you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

4.3 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. Acceptable use

5.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; or
- (d) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

11. Limited warranties



11.1 We do not warrant:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available and there is no guarantee that the site is free from viruses etc

12. Limitations of liability

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

12.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.4 We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, our site; or use of or reliance on any content displayed on our site.

12.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.



12.6 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

13. Breaches of these terms and conditions

13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

13.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.

14. Changes to this website

14.1 We may revise these terms and conditions from time to time.

14.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

15. Applicable law

15.1 If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to 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 resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

16. Viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.