

## November 2024

#### **Website Terms and Conditions**

Thank you for visiting the Purple Aurora SEND Purple Aurora website ("Website"). Users of the Website ("You" and "Your") should read the information set out below before using the Website and periodically thereafter.

By using the Website, You are agreeing to the terms and conditions ("Terms and Conditions") set out here. Purple Aurora SEND Purple Aurora ("Purple Aurora", "Us", "We", "Our") reserves the right to change these Terms and Conditions at any time by posting changes online. Your continued use of this site after changes are posted constitutes Your acceptance of the Terms and Conditions as modified.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and Conditions and that they comply with them.

This Website is intended to provide friendly and helpful advice and is not a definitive statement of law.

# **Service Availability**

While Purple Aurora shall endeavour to make this Website available at all times, Purple Aurora will not be liable if, for any reason, the Website is unavailable for any period of time.

Access to this Website may be suspended at any time without prior notice being given.

#### Disclaimer

Purple Aurora SEND Short Breaks is committed to the highest standard of quality information, and every attempt has been made to present up-to-date and accurate information.

However, Purple Aurora gives no warranty as to the accuracy of the information on this website and accepts no liability for any loss, damage or inconvenience caused as a result of reliance on such information.

Although Purple Aurora takes all reasonable measures to ensure that the information provided to it from third parties is not defamatory or offensive or infringes any intellectual property rights, Purple Aurora cannot control the content or take responsibility for pages maintained by external providers.

Purple Aurora SEND Purple Aurora will use its best endeavours to safeguard the privacy of its Website visitors. The website privacy policy explains the Website data processing practices of Purple Aurora SEND Purple Aurora.

### Copyright

The copyright and material on this Website is owned by Purple Aurora SEND Purple Aurora.

You can copy information for your own personal use. However, you may not republish, transmit, store, reproduce, communicate or make available to the public any of the information on this Website without our permission.

Visitors to this Website also accept the Terms and Conditions where noted and should be aware of the disclaimer and privacy policy.

# Linking

Linking to other websites is permitted in accordance with the following Linking Policy.

Purple Aurora grants a limited, revocable and non-exclusive right to create a link/s to web pages on the Website subject to the following conditions:

- Links to Website content are permitted provided you do not represent the Purple Aurora Website or content as your own or otherwise misinform Website users about the origin of the content of the Purple Aurora Website.
- Content (including but not limited to text, graphics, photographs, and databases) on the Website must not be copied in isolation or presented to give the impression that the content is owned by you. Content should not be loaded into frames or a border environment. Purple Aurora pages must load into the user's entire window.
- Links to the Website must not be used for commercial or private gain or to imply endorsement of your website, product or service by Purple Aurora without our express written approval (email the web team: digitalteam@purpleaurora.uk).
- Purple Aurora will not support links to the Purple Aurora Website by political pressure groups.
- Your website must not contain distasteful, obscene, offensive, defamatory or otherwise illegal content or portray Purple Aurora in a false, misleading, derogatory or offensive manner. You must not bring Purple Aurora into disrepute by associating us with undesirable products, services or opinions.
- Any trademark, logo, crest or other identifiable emblem of Purple Aurora shall remain the property of Purple Aurora at all times and no

licence or right to use any of the same shall be granted or implied in any way.

If you wish to link to any part of the Website, you will be bound by the Purple Aurora Website Terms and Conditions, including but not limited to copyright restrictions and our disclaimer.

Any breach of these conditions will result in the termination of your limited licence to link to content on the Website.

### Security

You assume full responsibility for the protection of your computer system (including but not limited to any form of computer PDA, mobile phone or other web browsing equipment), including hardware, software and stored data on your computer system including hardware, software and stored data of third parties who may access or be otherwise connected to your computer system. You will assume the responsibility of ensuring that programs or other data downloaded or otherwise received from this Website are free from viruses, worms, Trojan horses or other items of a destructive nature. We would advise you to run an up-to-date anti-virus program on anything you download from the Internet.

You must take reasonable precautions to prevent the fraudulent use of your security details, including passwords. You must notify Purple Aurora in the event that you suspect a third party has obtained your security details.

In accordance with the requirements of the Data Protection Legislation, Purple Aurora will take reasonable steps to ensure that data transmitted electronically to Purple Aurora via the Website or otherwise stored by Purple Aurora is not accessed by unauthorised third parties. You accept the risk that data transmitted electronically to Purple Aurora via the Website or otherwise may be intercepted before reaching Purple Aurora or accessed from Purple Aurora's data storage by third parties not authorised by Purple Aurora and may be exploited unlawfully by such unauthorised third parties.

Purple Aurora makes no representations as to the security, quality or propriety of any website which may be accessed through the Website and accepts no liability for the content or for any loss or damage caused or alleged to have been caused by the use of or reliance on information contained in such websites or goods or services purchased from them. Connected websites accessed through the Website are independent websites over which Purple Aurora does not exercise any control, whether financial, editorial or of any other kind and are not in any way endorsed by Purple Aurora.

#### **Jurisdiction**

All the Website Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and subject to the jurisdiction of the Courts in London only.