

## Terms & Conditions - Space for Giants

### 1. Definitions

In the context of these terms and conditions, the following words shall have the following meanings: "Space for Giants" means Space for Giants a registered charity in England and Wales (No 1159227). Registered as a company in England & Wales (No.9243382). Registered address: Registered office: 12 The Courtyard, Ladycross Business Park, Hollow Lane, Dormansland, Lingfield, Surrey, England, RH7 6PB. "Website" means any website under the ownership or control of space for Giants from which a link has been created to these terms and conditions; "Material" means all of the information, data, text, graphics, links or computer code published on, contained or available on the Website; "User" means the individual, firm, company or organisation accessing the Website and/or ordering any goods or services, registering for any events and/or making any donations;

### 2. Applicable terms and conditions

The Website is owned by Space for Giants and any use made of the Website (including registrations and donations and orders for goods or services made via the Website), is subject to these terms and conditions. Space for Giants may, at its sole discretion, modify or revise these terms and conditions at any time by updating the text of this page.

### 3. Use of the Website

Anyone is entitled to view any non-password protected parts of the Website and to use for their own purposes the information contained therein, provided:

**3.1** it is used for information purposes only, for reproduction for personal use only and not for reproduction on any other website or for commercial gain.

**3.2** any links created to the Website are notified to and approved by Space for Giants before they are created.

**3.3** no part of the Website is copied, stored in a retrieval system, or transmitted in any form or by any means to any third party without the written permission of Space for Giants.

### 4. Copyright and trade marks

**4.1** Copyright in the Material is owned by Space for Giants or its content suppliers. Unauthorised use of the Material including reproduction, storage, modification, distribution or republication

without the prior written consent of Space for Giants or, where applicable, the respective copyright owner(s) is prohibited.

**4.2** The names and logos of Space for Giants and all related product and service names, designs marks and slogans are the trade names, service marks or trade marks of Space for Giants and may not be used without the prior consent of Space for Giants.

**4.3** All works in the nature of databases attract database rights.

## 5. Disclaimer

The Website is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. Users should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in the Website. So far as permissible by law, Space for Giants does not accept any liability to any person relating to the use of any such information.

Whilst Space for Giants has taken every precaution in compiling the Website neither it nor any contributors to the Website can be held responsible for any action (or the lack thereof) taken by any person or organisation wherever they shall be based, as a result, direct or otherwise, of information contained in or accessed through the Website.

## 6. Target audience

Space for Giants does not represent or warrant that the information accessible via the Website is accurate, complete or correct. Space for Giants has no liability whatsoever in respect of any use which you make of such information except in the case of personal injury or death caused by the negligence of Space for Giants.

The information provided on this Website has not been written to meet individual requirements and it is your sole responsibility to satisfy yourself prior to using the information in any way for your purposes. Before making any decisions based on the information contained on the Website, you are strongly advised to refer to alternative, independent sources of information to substantiate the basis for your decision.

## 7. Warranty and indemnity

The User warrants to Space for Giants that it will not use the Website, the Material or any part thereof for any purpose that is in contravention of any applicable law or regulation or in a manner that will infringe the copyright, trademarks, service marks or other intellectual property rights of third parties or violate the privacy, publicity or other personal rights of others or in any

defamatory, obscene, threatening, abusive or hateful manner. The User shall indemnify and hold harmless Space for Giants, its employees and agents, against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against Space for Giants, its employees and agents, as a result of the use by the User of the Website, the Material or any part thereof for whatever purpose, to the fullest extent permitted by law.

#### 8. Limitation of liability

Space for Giants hereby disclaims all warranties and conditions with regard to the Material and any goods or services supplied in relation to the Website, whether express or implied or statutory (including all implied warranties and conditions of merchantability and fitness for a particular purpose). In no event shall Space for Giants be liable for any indirect, punitive, special, incidental, or consequential damages whatsoever even if Space for Giants has been advised of the possibility of damages including, without limitation, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of the Website, interruptions or delays to the Website, the provision of or failure to provide services, or for any information, Material, goods and services obtained through the Website or otherwise arising out of the use of the Website, whether based on contract, tort or otherwise to the fullest extent permitted by law.

#### 9. Third party websites

The Website contains links to websites operated by parties other than Space for Giants. Such links are provided for the User's convenience only. Space for Giants does not control such websites, and is not responsible for their content. Space for Giants's inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. The User is solely responsible for evaluating the accuracy and completeness of any information contained on the third party websites, and also the value and integrity of any goods and services offered by such websites.

#### 10. Privacy and Data Protection

[Read our privacy statement here.](#)

#### 11. Cookies

Space for Giants uses cookies to enhance the online experience of its visitors and to better understand how the Website is used.

[Read our privacy statement here.](#)

## 12. Viruses

Whilst Space for Giants makes all reasonable attempts to exclude viruses from the Website it cannot ensure such exclusion and no liability is accepted for damage caused through the downloading of viruses. Therefore, you are recommended to take all appropriate safeguards before downloading information from the Website.

## 34. Encryption

Although the Website uses encryption security software in areas where on line payment details are accepted, the security of information and payments transmitted via the Internet cannot be guaranteed. Any loss incurred or sustained by any User who transmits information by means of e-mail or other Internet links shall be borne solely and exclusively by such User and in no event shall any such loss in whole or part be borne by Space for Giants or its agents.

## 15. Force majeure

Space for Giants shall not be held to be in breach of its obligations hereunder nor liable to the User for any loss or damage which may be suffered by another party due to any cause beyond its reasonable control including without limitation any act of God, fire, storm, flood, lightning, disease, strike, trade dispute, act of terrorism, any act or omission of government or regulatory bodies or communications operators.

## 16. General

16.1 If any provisions of these terms and conditions are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

16.2 These terms and conditions constitute the entire agreement between Space for Giants and the User and supersede all other (prior or contemporaneous) communications and proposals, whether electronic or written, between the User and Space for Giants.

16.3 Any failure of Space for Giants to exercise or enforce any of its rights under these terms and conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the subsequent exercise or enforcement of any such rights.

## 17. Jurisdiction

The terms and conditions and the use by the User of the Website shall be governed by the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English courts in all disputes arising out of or relating to the Website and/or any transactions made on the Website, or these terms and conditions.