

## **Website Terms and Conditions**

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### **Who we are and how to contact us**

Right There is a registered charity and company limited by guarantee in Scotland with registered charity number SC017093, company number SC394447 and registered address of 15 Dava Street, Glasgow, G51 2JA.

To contact us about this website, please email [Hello@rightthere.org](mailto:Hello@rightthere.org) or telephone +44 (0)141 565 1212.

### **General**

By using our website, you accept these terms and conditions and the Privacy and Cookie Policy and agree to be bound by them as at the date of your first use of this website. If you do not agree to these terms and conditions, you must not use our website. We recommend that you print a copy of these terms and conditions for future reference.

There are other terms and conditions, privacy policies, or terms which may apply to you in addition to these terms and conditions (such as when you apply for a role with us or use one of our services). In the event of a conflict, the relevant terms and conditions will take priority over these website terms and conditions.

We may amend these terms and conditions from time to time. Every time you wish to use our website, please check these terms and conditions to ensure you understand the terms that apply at that time. Your continued use of this website after changes are posted constitutes your acceptance of the modified terms and conditions.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw the availability of all or any part of our site.

You are responsible for ensuring that all persons who access our website through your internet connection are aware of these terms and conditions and other applicable terms and conditions, and that they comply with them.

We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under any contract you enter into with us.

Our site is directed to people residing in Scotland. We do not represent that content available on or through our website is appropriate for use or available in other locations.

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### **Use of our website**

You agree to use this website only for lawful purposes and in a manner which does not infringe the rights of, or restrict, or inhibit the use and enjoyment of the website by, anyone else.

You must not misuse our site by introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our site. You must not attack our website 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 cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our website for commercial purposes.

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### **Our liability**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

This website is only for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **How we may use your personal information**

We will only use your personal information as set out in our [Privacy Policy](#)

### **Donations**

Although we seek to protect online payment details in accordance with the Payment Card Industry Data Security Standard, the security of such information transmitted via the internet cannot be guaranteed. Any such data transferred is solely at your own risk,

If you make a donation via our website, you must be the authorised user of the payment card and have permission and funds to make the donation.

If you have made a donation in error and/or would like a refund, please call +44 (0)141 565 1212 or email [Finance@rightthere.org](mailto:Finance@rightthere.org)

### **Law and jurisdiction**

These terms and conditions shall be governed and construed exclusively in accordance with the laws of Scotland. We both agree to the exclusive jurisdiction of the courts of Scotland, except where you are a consumer resident in either England & Wales or Northern Ireland, you may also bring proceedings in the jurisdiction in which you are resident.