

22 June 2012

Terms of use

This page (together with the documents referred to on it) tells you the terms on which you may use www.cleanairinlondon.org (“the Site”). You should read these terms of use carefully before using the Site.

If you do not agree to these terms of use please do not use the Site. By using the Site, you indicate that you accept these terms of use and that you agree to abide by them.

1. Information about us

The Site is a website operated by Clean Air in London (“We”) which is a company limited by guarantee, registered in England and Wales, with company number 07413769 and registered office address 1st Floor, James House, Mere Park, Dedmere Road, Marlow, Buckinghamshire SL7 1FJ.

2. Accessing the Site

You may access the Site but we reserve the right to withdraw or amend the service that we provide on the Site without notice. We may also suspend access to the Site or close it indefinitely at any time.

We will not be liable if for any reason the Site is unavailable at any time or for any period.

When using the Site, you must comply with the provisions of our acceptable use policy (see below).

3. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it.

You must not use any part of the materials on the Site for commercial purposes without our prior written approval or that of our licensors.

The photographs on the Site are offered or licensed under a Creative Commons UK Licence version 2.0, CC-BY-NC-ND. All other use, copying, broadcast and dissemination are prohibited without the explicit permission of the copyright owner and may be a criminal offence. Please contact us by email at: [contact \(at\) cleanairinlondon \(dot\) org](mailto:contact@cleanairinlondon.org) if you wish to seek permission to use them.

4. Reliance on information posted

Commentary and other materials posted on the Site are not intended to amount to advice on which reliance should be placed. We disclaim all liability and responsibility arising from any reliance placed on such materials by any user of the Site, or by anyone who may be informed of any of its contents.

The material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy and any of the material on the Site may be out of date at any given time. We are under no obligation to update the Site or its contents at any time.

Nothing in these terms of use is intended to detract from your rights (if any) as a consumer.

5. Our liability

We shall have no liability for any loss of profits, anticipated savings, business opportunity, goodwill or loss of or damage to (including corruption) data (whether direct or indirect) or any other indirect or consequential losses whether arising in contract, tort (including negligence) or otherwise incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

Nothing in these terms shall limit or exclude any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be properly excluded under English law.

6. Information about you and your visits to the Site

We process information about you in accordance with our [Privacy Policy](#).

By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

7. Linking to the Site

You may link to the Site's home page, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not link to the Site in any that would suggest any form of association, approval or endorsement on our part where none exists.

The website from which you are linking must comply in all respects with the standards set out in our acceptable use policy (see below).

You must not establish a link from any website that is not owned by you.

We reserve the right to withdraw linking permission without notice.

8. Links from the Site

Where the Site contains links to websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or

resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

9. Jurisdiction and applicable law

These terms of use are subject to the laws of England and Wales and the Courts of England shall have jurisdiction over any claim arising from or in relation to them.

10. Amending the Terms of use

We may revise these terms of use at any time by amending this page. You should check this page from time to time to take notice of any changes that we made, as they are binding on you.

Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Site.

11. Your concerns

If you have any concerns about material which appears on the Site, please contact us at: contact (at) cleanairinlondon (dot) org.

Acceptable use policy

You must comply with this acceptable use policy when accessing the Site.

You may use the Site for lawful purposes only.

You must not use the Site:

- If your use breaches any applicable law or regulation whether local, national or international.
- If your use is harmful, unlawful or fraudulent.
- To knowingly introduce or transmit viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

In addition:

- You must not gain, or attempt to gain, unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site.
- You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack or do anything that could disable or impair the Site.

If you breach any provisions of the Computer Misuse Act 1990 you may be committing a criminal offence. 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.

If you breach these terms contained in this Acceptable use policy, your right to use the Site will cease immediately.