**Canine Partners website Terms & Conditions**

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our [Privacy Policy](http://source.dev/10/privacy-policy) ,Shop terms and conditions and Event terms and conditions govern our relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The terms ‘we’, ‘us’ or ‘the Charity’, refers to the owner of the website, **Canine Partners for Independence,** whose registered office is at, Mill Lane, Heyshott, Midhurst, West Sussex, GU29 0ED. We are registered as a Charity in England and Wales (803680) and in Scotland (SC039050), and we use the working title Canine Partners.

The term ‘you’ refers to the user or viewer of our website.

The terms ‘the website’ and ‘our website’ refer to any such websites and interlinking micro websites, (for example the areas of our site which deal with Big Dog Walks and My Amazing Puppy), which shall all be subject to the same terms and conditions.

The use of this website is subject to the following terms of use:

* The content of the pages of this website is for your general information and use only. It is subject to change without notice. We reserve the right to change these Terms and Conditions at any time. Please check back regularly because the amended Terms and Conditions will apply to your continued use of the website;
* This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, your browsing habits but not your personal details may be stored by us for use by third parties;
* Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law;
* Whilst we try to ensure that the website is normally available 24 hours a day, we shall not be liable if for any reason the website is unavailable at any time or for any period. Access to the website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.
* Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements;
* Canine Partners as the website operator and those companies that are contracted to assist with the operation of our website each reserve copyright in all content that they provide to the site, including but not limited to design, text, software, drawings, graphics and other files. None of these may be republished, reproduced, downloaded, displayed, distributed, posted transmitted or sold in any form or by any means in whole or in part without prior written permission of the copyright owner;
* No part of this website content may be reproduced and reused for any commercial purpose whatsoever. All page headers, button icons, collection material, custom graphics and all other types of graphics used on this site may not be copied or imitated without the right owner's permission;
* All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website;
* Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence;
* From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s); and
* Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.
* In cases where you supply us with personal information, you are assured of our commitment to protect that information and your privacy, as set out in our Privacy Policy.
* Our online shop is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you. See our Shop Terms and Conditions
* Your data is stored through Shopify’s data storage, databases and the general Shopify application. They store your data on a secure server behind a firewall.
* Payment:
* If you choose a direct payment gateway to complete your purchase, then Shopify stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.
* All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.
* PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.
* For more insight, you may also want to read Shopify’s Terms of Service (https://www.shopify.com/legal/terms) or Privacy Statement (<https://www.shopify.com/legal/privacy>).

From time to time there may exist certain areas of the website which require that you register with us, (such as those where you can upload, post or share information, or inform us that you are organising an event in aid of us). The following additional terms and conditions will apply if you choose to register with us:

* "Registered User" is a person who, subject to the Terms and Conditions, has registered to use a service on our website.
* The "Registered Users' Areas" are areas of the website that require registration before a person can gain access.
* "Your Content" is any and all the content submitted or uploaded by Registered Users, including names, images, photographs, video clips, biographical information, text, logos, marks and any other information and materials.
* Before you are able to access Registered Users' Areas you must read through these Terms and Conditions.  To register you need to provide a verifiable email address, choose a username, complete the required fields on the registration form and read and accept these Terms and Conditions.
* Use of our online community and registration to be a Registered User is void where prohibited. Our online community is solely for users aged 16 and over. Any registration by, use or access to the online community by anyone under 16 years of age shall be unauthorised, unlicensed and in violation of these Terms and Conditions. By using the online community you warrant that: all registration information you submit is truthful and accurate; you will maintain the accuracy of this information; your use does not violate any applicable law or regulation; and you are 16 years of age or older.  We reserve the right to terminate your membership without warning if we believe that you are under 16 years of age.
* By registering, you promise to keep your password secret and not to disclose or share it with anyone.  If you believe that someone else may have access to or know your password you must contact us immediately to change it.
* As a Registered User you may be able to post or upload Your Content to the website as long as you comply with these Terms and Conditions. You grant us a perpetual, royalty-free, non exclusive licence to use Your Content on the website, and subject to your permission for any other uses as we may require in any and all media. This includes, without limitation, the right to sub-license to third parties via any and all media (whether existing now or invented in the future). You grant us all necessary rights, licences, consents and clearances to allow us to use Your Content in accordance with these Terms and Conditions and agree not to assert any moral or similar rights you may have in any Content.
* You guarantee that Your Content:
* does not infringe any copyright, trademarks, rights of privacy/confidentiality, publicity or other intellectual property or other rights of any other person or entity;
* does not contain any information about any person(s) under the age of 16 unless you are either their parent or legal guardian, or have signed permission from their parent or legal guardian;
* does not contain malicious code, viruses or other harmful programs or material;
* does not violate any applicable law, statute, ordinance, rule or regulation; and
* complies with any specific rules that may apply from time to time to any particular area of the Registered Users' Areas.
* You agree that before posting or uploading Your Content you are responsible for obtaining all releases, consents and/or licenses necessary for uploading Your Content on our website and for any subsequent use of that content by us in accordance with these Terms and Conditions.
* You promise that you are the person depicted in any images or recordings submitted as part of Your Content and if you upload any images or recordings of any third party, you have obtained the prior written consent of that party to submit such content to our website.
* You agree whenever you submit Your Content to our website or contact other Registered Users you must comply with our Content Standards and community guidelines. If you do not comply we reserve the right to suspend or ban you from using the website and the Registered User Areas without notice.
* You agree Your Content must be accurate where it states facts and be genuinely held where it states opinions.
* You agree Your Content must not:
* contain any material which constitutes or encourages conduct that could be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law;
* contain any material which is defamatory;
* contain any material which is obscene or offensive;
* infringe any copyright, database rights, trade mark or other intellectual property right or other right of any other person;
* be likely to deceive any person;
* be made in breach of any legal duty owed to a third party such as a contractual duty or obligation of confidentiality;
* be likely to harass, upset, embarrass, alarm or annoy any other person;
* be likely to disrupt our service in any way;
* give the impression it emanates from us where this is not the case; or
* advocate, promote or assist any unlawful act, for example copyright, trade mark infringement, or computer misuse.
* You agree to comply with any additional rules that may apply from time to time to a particular Registered Users' Area.
* We reserve the right to reject, block, suspend or remove Your Content at any time at our sole discretion. We in no way guarantee that Your Content or any part of it will be displayed on the website. Any content is published at our discretion.
* Posting personal information on the social media platforms or forums of our website will mean that your information is publicly accessible. We strongly recommend that you avoid disclosing personal information that could be used to identify you (such as name, age, address, or name of employer). For more information on how we collect and use personal information please see our [Privacy Policy](http://www.macmillan.org.uk/TermsandConditions/PrivacyPolicy.aspx).
* You agree to indemnify us and any related third parties in full from and against all third party claims, liabilities, losses and expenses (including reasonable legal fees) incurred or suffered by such persons arising out of or related to Your Content and/or any breach by you of any term in these Terms and Conditions.
* In certain areas of our website you may register an event that you choose to organise in aid of Canine Partners, to which the following terms and conditions apply:
* By organising your own fundraising event in aid of Canine Partners, including but not limited to a Big Dog Walk, you are responsible for taking adequate steps to make sure the event poses no risk to others, therefore you will need to carry out the appropriate risk assessments and consider whether or not you require insurance. Check that any buildings or equipment that you are hire are covered by insurance, and check that you have considered and mitigated any risks that could be associated with the event, including the safety of the route. You may need to consider arranging public liability insurance, which will protect you against claims made by third parties for injury or property damage as a result of negligence. In most cases it is unlikely that Canine Partners’ own insurance policy will cover an event that you have organised. Please seek advice if you are unsure.
* By registering your event on the Canine Partners website, you do not transfer liability to Canine Partners, nor do you transfer responsibility to Canine Partners for the oversight of your event; nor does the presence of your event on the Canine Partners’ website imply as such.
* Canine Partners reserves the right to remove the details of your event from its website.
* When registering your event on this website you accept that your fundraising activities must abide by the guidelines of the Institute of Fundraising http://www.institute-of-fundraising.org.uk/code-of-fundraising-practice/
* If you decide to fundraise via your event, or obtain sponsorship, all money must be received by Canine Partners within one month after the event. This does not include Gift Aid.
* All organisers and participants have a legal responsibility to ensure that all sponsorship monies/donations received from events that are in aid of Canine Partners, including The Big Dog Walk, are paid to Canine Partners.
* If a registered participant withdraws from an event, including the Big Dog Walk, then all sponsors should be notified and should contact the Charity in writing should they desire their sponsorship to be refunded.
* All registration fees are non-refundable.
* Participants are responsible for their own medical condition. If participants are in any doubt about their physical ability to take part in any events organised by Canine Partners or by third parties in aid of Canine Partners then they must consult their general practitioner prior to the event.
* Canine Partners organise their own events following best practice guidelines and health and safety standards.
* Participants enter events including the Big Dog Walk at their own risk and Canine Partners and associated companies shall not be liable for any injury or loss to participants or their property that may occur as a result of their participation in events other than where such injury or loss is a result of Canine Partners’ negligence.
* Canine Partners takes all reasonable steps to minimise the risk of injury to participants during fundraising events which it organises. There is a stringent risk assessment process in place for each event organised by Canine Partners, which aims to minimise the risk to everyone taking part. By taking part in a Canine Partners organised walk, all participants acknowledge that there may be conditions or circumstances beyond our control that can lead to unforeseen risks. If you have any concerns or queries please contact us before agreeing to take part in an event that has been organised by Canine Partners, or contact the event organiser in cases where the event has been organised by a third party in aid of Canine Partners.
* Canine Partners reserves the right to change or reduce any of the Big Dog Walk routes, in cases where it is the registered event organiser. Participants should abide by the Country Code. For further information please see [www.countrysideaccess.gov.uk](http://www.countrysideaccess.gov.uk). Canine Partners reserves the right to refuse entry if for whatever reason it is deemed unsafe for the participant to take part. To ensure the safety of participants, when organising its own events such as the Big Dog Walk, Canine Partners will close routes three hours after the start of the event. Canine Partners operates a no smoking policy at events, and respectfully asks all participants along with their supporters to refrain from smoking at the event. Canine Partners respectfully asks all participants along with their supporters not to use aggressive or abusive language towards our organisers and volunteers. We ask all dogs are kept on a lead and that owners clear up after their dogs.
* All children 12 and under who participate in those Big Dog Walks that are organised by Canine Partners, must be accompanied by an adult at all times.
* By taking part in a Big Dog Walk that has been organised by Canine Partners, all participants confirm that they are happy for their names and any footage or photographs taken during their participation in the Big Dog Walk to be used to publicise events and Big Dog Walks generally, including television broadcasts, publications, marketing material and other documents that may be made available to the public. Canine Partners will not provide your details to third parties.

By agreeing to these terms and conditions, organisers and participants agree to:

1. Use all best endeavours to raise money for Canine Partners, and *not* do anything to bring Canine Partners into disrepute

2. Obtain and pay to Canine Partners all money raised within one month of the fundraising activity

3. Show the Charity any material bearing the Canine Partners name or logo, or that discusses the work of the organisation, prior to printing and distribution

4. Ensure that all materials include the text ‘Registered as a charity in England and Wales (No. 803680) and in Scotland (No. SC039050). A company limited by guarantee, registered in England No 2516146.

5. Obtain prior approval from Canine Partners before approaching any companies, press or celebrities to support sponsorship

6. *Not* carry out house-to-house collections

7. *Not* collect in any public place without first obtaining a collector’s licence from the appropriate local authority (usually the police or the council)

8. *Not* collect on private property (including shops, pubs etc) without first obtaining the permission of the owner

9. *Not* hold a raffle over more than one day without obtaining a licence from the relevant local authority

10. *Not* resell or offer for auction any Canine Partner merchandise without Canine Partners’ permission.

11. Ensure that 100% of all proceeds from any permitted activity of this type, shall be paid solely to Canine Partners, except in such cases where it has clearly been stated to participants and sponsors that proceeds shall be split between more than one charity. In such cases, the division of the split shall be distributed in accordance with the percentages that have been advertised.

11. Make sure the event, and any third parties involved, are fully insured and not take unnecessary personal risks

12. Acknowledge that Canine Partners cannot take responsibility for any losses made through the event or liability arising from the event

13. Return any unused fundraising materials to Canine Partners.

14. Inform Canine Partners at the earliest possible opportunity of the need to withdraw from or cancel an event due to injury or other circumstances. All organisers and participants understand that Canine Partners may terminate their rights to raise funds for Canine Partners.