

York Community Consulting Terms and Conditions

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Welcome to York Community Consulting ("York Community Consulting", "YCC", "we", "our", or "us").

These Terms and Conditions ("Terms") govern your use of our website at https://www.yorkcommunityconsulting.co.uk ("Website"), or any website of ours that links to these Terms and Conditions.

By accessing or using this Website, you agree to be bound by these Terms. If you do not agree, please do not use our Website.

1. Who We Are

York Community Consulting is an award-winning, student-led, non-profit consultancy based at the University of York. We aim to provide a positive social impact by working with local small businesses, charities and social enterprises to be more successful in their mission.

2. Scope of these Terms

These Terms apply only to your use of this Website. They do not govern:

- Your participation in the YCC recruitment process
- Your employment or volunteering relationship with YCC
- Any consulting engagement with YCC

These activities are governed by separate agreements such as a Terms of Reference or your Employment Contract, which is available in your YCC account portal or upon request.

For clarity, any disputes about your use of this Website are governed by these Terms.

3. Intellectual Property

All the content on this Website - including text, graphics, logos, photographs, and layout - is owned by York Community Consulting or licensed to us.

You may:

- View pages for personal, non-commercial use
- Share public links to our Website

You may not:

- Reproduce, copy, or redistribute Website content
- Use our content for commercial purposes
- Modify or publish our materials without explicit permission

If you wish to use any of our materials, please contact us.

4. Acceptable Use

When using our Website, you agree not to:

- Attempt to gain unauthorised access to our systems
- Interfere with or disrupt the Website's functionality
- Introduce viruses, malware, or harmful code
- Harvest or scrape data from the Website
- Misrepresent your identity
- Use the Website for unlawful, harmful, or fraudulent purposes

We reserve the right to restrict or block access to our Website if these rules are violated.

4.1 Form Submissions

If you submit information via forms on our Website (including application forms, contact forms, or feedback forms), you represent and warrant that:

- The information is accurate and true to the best of your knowledge
- You have the right to submit the information
- The information does not infringe any third-party rights
- You are not violating any applicable law

We reserve the right to refuse or remove submissions that violate these Terms. Any personal data submitted via forms on our Website is processed in accordance with our <u>Privacy Policy</u>.

5. User Accounts

5.1 Account Creation and Eligibility

Only current University of York students are eligible to create accounts for the YCC Portal. By creating an account, you represent that you are a current University of York student.

We reserve the right to request proof of eligibility and to suspend or terminate accounts of users who do not meet these requirements.

5.2 Your Account Credentials

You are responsible for:

- Keeping your login details confidential
- All activities that occur under your account
- Notifying us immediately of any unauthorised access

We are not responsible for losses arising from unauthorised access if you have failed to keep your credentials secure.

5.3 Your Responsibilities

You agree:

- Not to access pages, data, or features you don't have permission to access
- Not to attempt to circumvent access controls or security measures
- Not to share your account credentials with others
- To use your account only for its intended purpose
- Not to upload content that is offensive, defamatory, or infringing

5.4 Account Suspension and Termination

We reserve the right to suspend or terminate your account if you:

- Breach these Terms
- Gain unauthorised access to pages or data you do not have permission to access
- Attempt to bypass security controls or restrictions
- Use your account for unlawful purposes

Upon suspension or termination, your access to the Website will cease immediately. We may retain your data as required by law or for legitimate business purposes as described in our Privacy Policy.

6. Links to Third-Party Websites

Our Website may include links to external websites.

We do not control, endorse, or take responsibility for the content on any linked third-party website.

Your use of third-party websites is at your own risk and subject to their own Terms and Conditions and Privacy Policy.

7. Cookies

We use cookies to operate and improve our Website. Details of all the cookies we use, your choices regarding cookies, and how we manage your preferences are set out in our <u>Cookie Policy</u>.

By continuing to use this Website after selecting your cookie preferences, you agree to our cookie practices as described in that policy.

8. Disclaimer

8.1 Accuracy and Completeness

The information on our Website is provided for general informational purposes only.

While we aim to keep the content accurate and up to date, we make no guarantees that the information is complete, accurate, or current. You should not rely on this information for any purpose.

The Website is provided on an "as is" and "as available" basis.

8.2 Website Availability

We do not guarantee that the Website will be:

- Available at all times without interruption
- Free from errors, bugs, viruses, or security vulnerabilities
- Compatible with all devices, browsers, or operating systems
- Accessible from all geographic locations

Scheduled maintenance or emergency repairs may interrupt access. We will endeavour to provide notice of planned downtime where reasonably practicable.

9. Indemnification

You agree to indemnify, defend, and hold harmless York Community Consulting and our board members, consultants, directors, managing partners, officers, and other members from any claims, damages, losses, or costs (including reasonable legal fees) arising from or related to:

- Your breach of these Terms
- Your use of the Website in violation of applicable law
- Your submission of content or information via forms
- Your unauthorised access to restricted areas
- Your infringement of any third-party rights (including intellectual property or privacy)
- Your violation of third-party terms (e.g., linked services such as hCaptcha or PostHog)

10. Limitation of Liability

Nothing in these Terms excludes or limits any liability which cannot be excluded or limited under the laws of England and Wales, including the liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation.

Except as required by law, the Website and all content on it are provided on an "as is" and "as available" basis. We do not make any representations, warranties, or guarantees - whether express or implied - regarding:

- The accuracy, completeness, or timeliness of any information on the Website
- The suitability of the Website for any particular purpose
- Non-infringement of third-party rights
- Uninterrupted, secure, or error-free access to the Website

To the fullest extent permitted by law, York Community Consulting will not be liable for any:

- Indirect, incidental, special, or consequential losses or damages
- Loss of profits, revenue, data, goodwill, or business opportunity
- Losses arising from your use of, or reliance on, the Website or any content
- Losses arising from third-party websites, services, or content linked from the Website
- Loss or damage resulting from unauthorised access, security incidents, or breaches caused by third parties

We will not be responsible for any failure or delay in performing our obligations under these Terms caused by events outside our reasonable control, such as strikes, natural disasters, floods, pandemics, cyber-attacks, or failures of third-party infrastructure (e.g., hosting providers or networks).

11. Changes to these Terms

We may update these Terms from time to time.

The "Last Updated" date at the top of these Terms reflects the most recent version. By continuing to use our Website after updates are published, you accept the revised Terms of this document.

12. Governing Law and Legal Compliance

These Terms and Conditions are governed by the laws of England and Wales.

Nothing in these Terms seeks to exclude or restrict liability in a manner prohibited by the Unfair Contract Terms Act 1977, the Consumer Rights Act 2015, or other applicable English law.

Any disputes arising from these Terms or your use of the Website will be subject to the exclusive jurisdiction of the courts of England and Wales, to the extent permitted by applicable law.

13. Privacy Policy

Our Privacy Policy explains what information we collect, why we collect it, and how we protect it. The Privacy Policy forms part of these Terms and is available at https://www.yorkcommunityconsulting.co.uk/privacy-policy.

If there is any conflict between these Terms and our Privacy Policy, the Privacy Policy will govern in relation to data processing and storage.

14. Contact Us

If you have any questions about these Terms and Conditions, please contact us using the following methods outlined below.

Email: team@yorkcommunityconsulting.co.uk

Contact Form: https://www.yorkcommunityconsulting.co.uk/contact

Post: York Community Consulting, Careers and Placements, University of York, York, YO10

5DD, United Kingdom.