

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **TERMS OF WEBSITE USE**

These terms of use tell you the terms of use on which you may make use of this website <http://bpa-online.co.uk/> (**the site**), whether as a guest or a member. Use of the site may include accessing or browsing the site or registering to become a member of the BPA (defined below).

Please read these terms of use carefully before you start to use the site, as these will apply to your use of the site. By using the site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use the site.

### **OTHER APPLICABLE TERMS**

These terms of use refer to the following additional terms, which also apply to your use of the site:

- Privacy Policy as found at Schedule 1 to these terms, which sets out the terms on which the BPA processes any personal data it collects from you, or that you provide to it.
- Acceptable Use Policy as found at Schedule 2 to these terms, which sets out the permitted uses and prohibited uses of the site.

### **INFORMATION ABOUT THE BPA**

<http://bpa-online.co.uk/> is a site operated by the Bournemouth Property Association (the **BPA**), an organisation providing a platform primarily for Dorset-based professionals specialising in the property arena to meet regularly, network and keep up to date with current issues. To contact the BPA please email [info@bpa-online.co.uk](mailto:info@bpa-online.co.uk)

The site is intended as a general information service and nothing on the site nor in any other communication from the BPA is intended to be or should be construed as an invitation or inducement (direct or indirect) to any person or organisation to take, or refrain from taking, any action without first obtaining the necessary professional or specialist advice.

### **CHANGES TO THESE TERMS**

The BPA may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes the BPA make, as they are binding on you and your use of the site.

### **CHANGES TO THE SITE**

The BPA may update and change the site and its content at any time. However, please note that any of the content on the site may be out of date, and the BPA are under no obligation to update the site or its content.

The BPA do not guarantee that the site, or any content on it, will be free from errors or omissions.

## **ACCESSING THE SITE**

The BPA does not guarantee that the site, or any content on it, will always be available or be uninterrupted. The BPA may suspend, withdraw, discontinue or change all or any part of the site without notice. The BPA will not be liable to you if for any reason the site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the site.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise stated, the BPA is the owner or the licensee of all intellectual property rights in the site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the site for your personal use and you may draw the attention of others within your organisation to content posted on the site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way. The BPA (and that of any identified contributors or authors of third party content on the site) must always be acknowledged.

You must not use any part of the content on the site for commercial purposes without obtaining a licence to do so from the BPA or its licensors.

If you print off, copy or download any part of the site in breach of these terms of use, your right to use the site will cease immediately and you must, at the BPA's option, return or destroy any copies of the materials you have made.

## **NO RELIANCE ON INFORMATION**

The content on the site is provided for general information and guidance only. It is not intended to amount to advice or information upon which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the site.

Although the BPA makes every reasonable effort to update and ensure the accuracy of the information on the site, the site is provided on an "as is" basis and the BPA make no representations, warranties or guarantees, whether express or implied, that the content on the site is accurate, complete or up-to-date and accepts no liability for any errors, misprints or omissions (whether negligent or otherwise).

No information contained on the site or in any other communication from the BPA, including but not limited to any brochure, email or promotional material produced by the BPA, constitutes or forms part of any contract between you and the BPA.

The site frequently includes information and materials uploaded by other users of the site, including to the "News" and "Events" sections of the site. This information and these materials have not been verified or approved by the BPA. The views expressed by other users on the site via such third party content do not represent the BPA's views or values. If you wish to complain about information and materials uploaded by other users please contact the BPA on [BPA@LA-Law.com](mailto:BPA@LA-Law.com).

Any links on the site to other websites and resources provided by third parties are provided for information only and should not be interpreted as endorsement by the BPA of those linked websites or resources. The BPA has no control over the contents of those websites or resources and the BPA does not accept any liability or responsibility for any loss or damage that may arise from use of them.

#### **UPLOADING CONTENT TO THE SITE**

Whenever you make use of a feature that allows you to upload content to the site or where you provide content to the BPA for uploading to the site, such as logos or URLs, you must comply with the content standards set out in the Acceptable Use Policy.

You warrant that any such content complies with the Acceptable Use Policy, all applicable laws and does not breach the intellectual property rights of any third party. You will be liable to the BPA and indemnify it for any breach of this warranty. This means you will be responsible for any loss or damage the BPA suffers as a result of your breach of warranty, including but not limited to breach of a third parties' intellectual property rights via the content that you upload to the site.

Any content you upload to the site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but when you upload or post content to the site, you grant the BPA a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store and copy that content and to distribute and make it available to third parties.

The BPA also has the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the site constitutes a violation of their intellectual property rights, or of their right to privacy.

The BPA has the right to remove any posting you make on the site if, in the BPA's opinion, your post does not comply with the content standards set out in the Acceptable Use Policy.

You are solely responsible for securing and backing up your content.

#### **LIMITATION OF THE BPA'S LIABILITY**

Nothing in these terms of use excludes or limits the BPA's liability for death or personal injury arising from its negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, the BPA excludes all conditions, warranties, representations or other terms which may apply to the site or any content on it, whether express or implied.

The BPA will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, the site or use of or reliance on any content displayed on the site.

If you are a business user, please note that in particular, the BPA will not be liable for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation or any indirect or consequential loss or damage arising out of or in connection with use of the site.

If you are a consumer user, please note that the BPA only provides the site for domestic and private use. You agree not to use the site for any commercial or business purposes, and the BPA has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

The BPA will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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.

The BPA assumes no responsibility for the content of websites linked on the site. Such links should not be interpreted as endorsement by the BPA of those linked websites. The BPA will not be liable for any loss or damage that may arise from your use of them.

## **VIRUSES**

The BPA do not guarantee that the site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the site. You should use your own virus protection software.

You must not misuse the site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not 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. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. The BPA will report any such breach to the relevant law enforcement authorities and the BPA will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the site will cease immediately.

## **LINKING TO THE SITE**

You may link to the site's home page, provided you do so in a way that is fair and legal and does not damage the BPA's reputation or take advantage of it. No link should be made to any part of the site other than the home page.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the BPA's part where none exists.

The BPA reserves the right to withdraw linking permission without notice.

## **THIRD PARTY LINKS AND RESOURCES IN THE SITE**

Where the site contains links to other sites, content and/or resources provided by third parties, these links are provided for your information only.

The BPA has no control over the contents of those sites or resources and accepts no liability in this regard.

**APPLICABLE LAW**

Please note that these terms of use, its subject matter and its formation, are governed by English law. You and the BPA both agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute arising out of or in connection with these terms of use.

**CONTACT US**

To contact the BPA, please email [info@bpa-online.co.uk](mailto:info@bpa-online.co.uk)

Thank you for visiting the site.



## Schedule 1 - Privacy policy

The BPA are committed to protecting and respecting your privacy.

This privacy policy (together with the BPA's terms of use and any other documents referred to on it) sets out the basis on which any personal data the BPA collects from you, or that you provide to the BPA, will be processed by it. Please read the following carefully to understand the BPA's views and practices regarding your personal data and how the BPA will treat it. By visiting the site you are accepting and consenting to the practices described in this policy.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is the Bournemouth Property Association, C/O Lester Aldridge LLP, Russell House, Oxford Road, Bournemouth, BH8 8EX.

<http://www.bpa.geosync.co.uk/> (the **site**) is a site operated by the Bournemouth Property Association (the **BPA**), an organisation providing a platform (primarily) for Dorset-based professionals specialising in the property arena to meet regularly, network and keep up to date with current issues. To contact the BPA please email [BPA@LA-Law.com](mailto:BPA@LA-Law.com).

### INFORMATION THE BPA MAY COLLECT FROM YOU

The BPA may collect and process the following data about you:

- **Information you give to the BPA.** You may give the BPA information about you by filling in forms on the site or by corresponding with the BPA by phone, e-mail or otherwise. The information you give the BPA may include your name, address, e-mail address and phone number, together with details about the company which you work for.
- **Information the BPA collects about you.** With regard to each of your visits to the site the BPA may automatically collect the following information:
  - technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
  - information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from the site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.
- **Information the BPA receives from other sources.** The BPA may receive information about you if you use any of the other websites the BPA operates or the other services the BPA provides. The BPA are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers) and may receive information about you from them.

### USES MADE OF THE INFORMATION

The BPA use information held about you in the following ways:

- **Information you give to the BPA.** The BPA will use this information:

- to provide you with the information that you request from the BPA;
  - to provide you with information about other activities the BPA offer that are similar to those that you have already enquired about;
  - to provide you, or permit selected third parties to provide you, with information about any activities that the BPA feels may interest you;
  - to notify you about changes to the BPA's service;
  - to ensure that content from the site is presented in the most effective manner for you and for your computer.
- **Information the BPA collects about you.** The BPA will use this information:
    - to administer the site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
    - to improve the site to ensure that content is presented in the most effective manner for you and for your computer;
    - to allow you to participate in interactive features of the BPA's service, when you choose to do so;
    - as part of the BPA's efforts to keep the site safe and secure;
    - to measure or understand the effectiveness of advertising the BPA serve to you and others, and to deliver relevant advertising to you;
    - to make suggestions and recommendations to you and other users of the site about goods or services that may interest you or them.
  - **Information the BPA receives from other sources.** The BPA may combine this information with information you give to the BPA and information it collects about you. The BPA may use this information and the combined information for the purposes set out above (depending on the types of information the BPA receives).

#### **DISCLOSURE OF YOUR INFORMATION**

The BPA may share your personal information with any member or partner of the BPA.

The BPA may share your information with selected third parties including:

- Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others.
- Analytics and search engine providers that assist the BPA in the improvement and optimisation of the site.

The BPA may disclose your personal information to third parties:

- If the BPA are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply the terms of use above and other agreements.

- To protect the rights, property, or safety of the BPA, its customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection.

#### **WHERE THE BPA STORES YOUR PERSONAL DATA**

The data that the BPA collects from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for the BPA or for one of its members. By submitting your personal data, you agree to this transfer, storing or processing. The BPA will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to the BPA is stored on its secure servers.

Unfortunately, the transmission of information via the internet is not completely secure. Although the BPA will do its best to protect your personal data, the BPA cannot guarantee the security of your data transmitted to the site; any transmission is at your own risk. Once the BPA have received your information, the BPA will use strict procedures and security features to try to prevent unauthorised access.

#### **YOUR RIGHTS**

You have the right to ask the BPA not to process your personal data for marketing purposes. The BPA will usually inform you (before collecting your data) if it intends to use your data for such purposes or if it intends to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms the BPA uses to collect your data. You can also exercise the right at any time by contacting the BPA at [BPA@LA-Law.com](mailto:BPA@LA-Law.com).

The site may, from time to time, contain links to and from the websites of the BPA's partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that the BPA does not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

#### **ACCESS TO INFORMATION**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet the BPA's costs in providing you with details of the information it holds about you.

#### **CHANGES TO THE PRIVACY POLICY**

Any changes the BPA may make to its privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to the privacy policy.

#### **CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [BPA@LA-Law.com](mailto:BPA@LA-Law.com).



## Schedule 2 - Acceptable use policy

This acceptable use policy sets out the terms between you and the BPA under which you may access this website <http://www.bpa.geosync.co.uk/> (**the site**). This acceptable use policy applies to all users of, and visitors to, the site.

Your use of the site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement the terms of website use above.

<http://www.bpa.geosync.co.uk/> is a site operated by the Bournemouth Property Association (the **BPA**), an organisation providing a platform for Dorset-based professionals specialising in the property arena to meet regularly, network and keep up to date with current issues. To contact the BPA please email [BPA@LA-Law.com](mailto:BPA@LA-Law.com).

### PROHIBITED USES

You may use the site only for lawful purposes. You may not use the site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the site in contravention of the provisions of the terms of website use above.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of the site;
  - any equipment or network on which the site is stored;
  - any software used in the provision of the site; or
  - any equipment or network or software owned or used by any third party.

### SUSPENSION AND TERMINATION

The BPA will determine, in its discretion, whether there has been a breach of this acceptable use policy through your use of the site. When a breach of this policy has occurred, the BPA may take such action as the BPA deems appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use above upon which you are permitted to use the site, and may result in the BPA taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to the site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on a full indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as the BPA reasonably feels is necessary.

The BPA excludes liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and the BPA may take any other action it reasonably deem appropriate.

#### **CHANGES TO THE ACCEPTABLE USE POLICY**

The BPA may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes the BPA makes, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on the site.