TERMS OF WEBSITE / PROJECT HIGH 5 CIC

These terms of use set out important information regarding your rights, obligations and the restrictions that may apply when you use our websites at www.project5.org or www.highfiveourcarer.org (the "Website"). We recommend that you read these terms of use carefully before using the Website.

Any reference to "you" or "your" means you as a user of our websites ("Website"). Any reference to "we", "us" or "our" is to the company – Project High 5 CIC, Companies House Number: 12532582. Registered office:Unit 4 Silverdown Office Park · Exeter Airport Business Park · Exeter, EX5 2UX · United Kingdom

These terms of use govern the relationship between you and us when you access and use our Website. By accessing and continuing to use the Website, you agree to be legally bound by these terms of use. Please note that we may update and amend these terms of use from time to time and any changes will be posted on the Website. However, it is your responsibility to ensure you review these terms of use regularly to familiarise yourself with any changes. If you do not agree with any of our terms of use then you should not use our Website.

You may be asked to agree to further terms and conditions when using specific services.

INFORMATION ABOUT US

Project 5 is delivered via a community interest company – Project High 5 CIC – to support UK healthcare worker mental health needs.

We operate the Websites www.project5.org and www.highfiveourcarers.org.

RELIANCE ON WEBSITE AND DISCLAIMER

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

While we endeavour to ensure that the content on our Website is correct, we make no promise, warranty or guarantee that the information is accurate, complete or up-to-date. We therefore disclaim all liability and responsibility arising from any reliance placed on such information, commentary and materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

YOUR USE OF THE WEBSITE

You agree that you are over 18 years of age and that you have chosen to seek information or support relating to wellbeing.

You agree to abide by all the terms and conditions of our Website.

You agree that you will not place reliance on the Website as a stand-alone tool. It is designed as a support tool to help support wellbeing in the context of no risk of self-harm or harm to others.

You agree that you will not use the Website in any way that may lead to the encouragement, procurement or carrying out of any infringement of our copyright the website by yourself or by any third party (see Intellectual Property Rights).

You agree that you will not use the Website in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity or that is fraudulent, or has any unlawful or fraudulent purpose or effect. Furthermore, you agree not to do anything that may cause damage to the Website or our servers, systems or equipment or those of third parties, nor access any users' data to which you may have access in the membership area of our site or penetrate or circumvent any Website security measures or attempt to do any such acts.

You agree not to give any indication that you have any commercial relationship with us, or that you are our agent or that we have endorsed any of your activities, unless otherwise expressly permitted by us.

You accept that you are able to stop using the Website at any time and at your sole discretion. We reserve the right to suspend, restrict or terminate your access to the Website or any part of it at any time at our sole discretion.

We may also ban or suspend you as a user of the Website if you do not comply with these terms of use and, in such an event, your permission to use this Website shall terminate and you must immediately destroy any downloaded or printed extracts from this Website.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all copyright and other intellectual property rights in our Website and in the material published on each. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

The names, images and logos identifying us, companies in our group, our partners or third parties and our/their products and services are proprietary marks and may not be reproduced or otherwise used without express permission.

The contents of the Website including (without limitation) web pages, computer codes of elements comprising the Website, and any software provided to you by us may not be copied, reproduced, communicated and/or made available to the public, republished, downloaded, posted, recorded, broadcast or transmitted or used in any other way except for your own personal, private and non-commercial use, unless otherwise expressly permitted by us.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website.

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 material on our Website must always be acknowledged.

You must not use any part of the materials on our Website for commercial or for the purposes of any organisation, commercial or otherwise, without obtaining a licence to do so from us or our licensors.

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

ACCESSING OUR WEBSITE AND AVAILABILITY

Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Website, or our entire Website, to users who have registered with us.

While we endeavour to ensure that our Website is normally available 24 hours a day, we cannot promise that the Website will be free from errors or omissions nor that these services will be available uninterrupted and in a fully operating condition. The Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control. We will not be liable to you or to any other person in the event that all or any part of the Website is discontinued, modified or changed in any way.

We shall not be liable for any failure, any suspension or any termination of access to the Website in connection with or arising out of a force majeure event. In these terms of use, a "force majeure event" shall include, without limitation, strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, INTERRUPTION OR FAILURE IN COMMUNICATIONS NETWORKS AND FACILITIES (INCLUDING THE INTERNET), fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents.

You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.

OUR WEBSITE CHANGES REGULARLY

We aim to update our Website regularl, and may change the content at any time. If the need arises, we may suspend access to our Website, or close either indefinitely. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

If you are a user seeking one to one support, while we have used reasonable endeavours to verify the credentials of the volunteer coaches/therapists we are not liable for the advice which they provide to you. We are not liable for the content of the self-help materials which are available via our website as these are provided by third parties. You should refer to the third-party provider terms and conditions available via their respective websites. Notwithstanding the foregoing, nothing in these terms of use shall restrict your statutory rights (including your rights to receive a reasonable standard of service, more details about which can be obtained from your local Trading Standards Office or Citizen's Advice Bureau), nor shall anything in these terms of use exclude or limit our liability for death or personal injury resulting from our negligence or from any fraud or fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.

If we fail to comply with these terms of use, we shall only be liable to you for any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure. We will not be liable for losses that result from our failure to comply with these terms of use that fall into the following categories: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; loss of data; or waste of management or office time. .

The material displayed on our Website is provided "as is" without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

INFORMATION ABOUT YOU AND YOUR USE OF OUR WEBSITE AND APP

We process information about you in accordance with our privacy policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our Website 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 our Website, the server on which our Website is stored or any server, computer or database connected to our Website or App. 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 co-operate 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.

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 our Website or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR WEBSITE

We encourage you to link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to link to our home page or make any use of material on our Website other than that set out in these terms of use, please address your request to support@project5.org.

LINKS FROM OUR WEBSITE

Where our Website provides links to other websites or wellbeing providers and resources provided by third parties, these links are provided for your information only. We have taken reasonable steps to assess and post material on our website, or that is accessible via our website, that we believe will be of benefit to you but the content of the material accessed via the links to other websites and/or wellbeing providers and resources is provided by those third parties and not by us. We have no control over the contents of those websites or working practices of wellbeing providers, and accept no responsibility for them or for any loss or damage that may arise from your use of them. You should refer to the respective terms and conditions and privacy policies on those websites for more information on the conditions for use of those third party websites.

SEVERANCE

If any provision of these terms of use shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these terms of use which shall remain in full force and effect.

APPLICABLE LAW AND JURISDICTION

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website although we retain the right to bring proceedings against you for breach of these terms of use in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The Website are based in England and both are intended for users in the United Kingdom. We make no representations that the materials and Website are suitable for users outside the United Kingdom, and if you choose to access the Website from outside of the United Kingdom you are solely responsible for ensuring compliance with all relevant local laws.

VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have 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 our Website or App.

YOUR CONCERNS

If you have any concerns about material which appears on our Website or App, please contact support@project5.org

CHANGES TO OUR TERMS AND CONDITIONS

Any changes we may make to the Terms and Conditions in the future will be posted on this page.

These Terms and Conditions were last updated on 15th April 2020.

OUR CONTACT DETAILS:

Data Controller: Dr Craig Newman, craig.newman@uxcgroup.com

Support and Enquires: support@project5.org