

## Website Terms and Conditions

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### INTRODUCTION

[www.communitytrustsouth.nz](http://www.communitytrustsouth.nz) (“this website”) is owned and operated by Community Trust South (“we”, “us”, “our”). These terms of use (“Terms and Conditions”) constitute an agreement made between you, the website user (“you”, “your”), and us. You must not access or use this website unless you accept all these terms of use. By accessing and using this website you are agreeing that you have read, understood and accepted these terms of use, and agree to be bound by them.

### ACCURACY OF YOUR INFORMATION

You warrant that all information you supply to Community Trust South is accurate, complete and not misleading and can be relied upon by Community Trust South.

### YOUR USE OF THIS WEBSITE

As a condition of these Terms and conditions, when accessing the website, You must

- a) not use the Website in violation of the Terms of Use or any applicable law;
- b) not modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Website or Website Content, except as expressly authorized by us;
- c) not reverse engineer any portion of the Website;
- d) not remove or modify any copyright, trademark or other proprietary rights notice on the Website or on any materials printed or copied off the Website
- e) not record, process, or mine information about other users;
- f) not use any robot, spider, website search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Website or any Website Content;
- g) not reformat or frame any portion of the Website;
- e) not use, or misuse, the Services in any way which may impair the functionality of the Website,
- f) not attempt to gain unauthorized access to the Website, computer systems or networks connected to the Website through hacking, password mining or any other means; use

the Website or any Website Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses"); use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website; make excessive traffic demands; use the Website to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Website or Website Content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of Website Content, or features that enforce limitations on the use of the Website.

- g) not transmit, or input into the Website, any content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use)
- h) not use this website for any purpose or in any way (including the publication or dissemination of information or comments or opinion) which brings Community Trust South into disrepute or which is or may be offensive or unlawful

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us here, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

### **THIRD PARTY WEBSITES**

This website provides links and pointers to internet sites maintained by third parties. Such linked sites are not under our control and we are not responsible for the contents (including the accuracy, legality or decency) of any linked site or any material contained in a linked site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the linked site. We will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or third-party service provided by any third party.

To make grant applications to us we will direct you to a third-party site “Smarty Grants” which will require you to create an account. The use of the Smarty Grant website is governed by the terms and conditions contained in that website. We will not be liable for any damages or loss arising in any way out of or in connection with your use of the Smarty Grants website.

## **SECURITY**

Although we endeavour to protect the security of your personal information you acknowledge that there is a risk of unauthorised access to (or alteration of) your transmissions or data or of the information contained on your computer system or on this website. We do not accept responsibility or liability of any nature for any losses that you may sustain as a result of such unauthorised access or alteration. All information transmitted to you or from you is transmitted at your risk, and you assume all responsibility and risks arising in relation to your use of this website and the internet. We do not accept responsibility for any interference or damage to your own computer system which may arise in connection with your accessing of this website or any outbound hyperlink.

## **MALICIOUS CODE**

Although we endeavour to prevent the introduction of viruses or other malicious code (together, “malicious code”) to this website, we do not guarantee or warrant that this website, or any data available from it, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process that you employ for accessing this website does not expose your computer system to the risk of interference or damage from malicious code.

## **FEEDBACK AND UNSOLICITED SUBMISSIONS**

We welcome any comments and suggestions you have on our website or our products and services. Any suggestions you submit to us on our website will become the intellectual property of Community Trust South and may be used by us in any way without any payment or notice to you.

By using this website, you agree that any ideas, suggestions or comments you provide to Community Trust South through this website will be treated as non-confidential and non-

proprietary to you, and you confirm it does not contain any confidential or proprietary information of third parties. Such ideas, suggestions, and comments will become the exclusive property of us and may be used by us in whole or in part in any matter whatsoever without notice or compensation to you.

### **NEW ZEALAND RESIDENTS ONLY**

Information on this website has been prepared in accordance with New Zealand law for the supply of services in New Zealand only. Therefore, any services referred to in this website are only offered to persons resident in New Zealand.

### **NO OFFER**

Community Trust South is not, in this website, making any offer to enter into any transaction or relationship with you. We are not making any offer or promise to make a grant to you or your organisation.

### **NO TRADE**

For the avoidance of doubt, Community Trust South is not in trade, and as such, is not subject to the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

### **AVAILABILITY**

Your use of this website and any associated services may sometimes be subject to interruption or delay. Due to the nature of the Internet and electronic communications, we and our service providers do not make any warranty that this website or any associated services will be error free, without interruption or delay, or free from defects in design. We will not be liable to you should this website or the services supplied through this website become unavailable, interrupted or delayed for any reason.

We reserve the right to exercise whatever lawful means we deem necessary to prevent unauthorized access to or use of the Website, including, but not limited to, technological barriers, IP mapping, and contacting your Internet Service Provider (ISP) regarding such unauthorized use.

### **YOUR PRIVACY**

Where we collect personal information about you as a result of your accessing and using this website, our Privacy Policy will apply to that information. Accordingly, these Terms and Conditions must be read together with our Privacy Policy.

## **CHANGES**

We reserve the right to add to, modify, or remove this website or any information, feature, specification, or other part of this website (at any time and without notice to you). We reserve the right to change these Terms and Conditions from time to time by publishing the changed terms on this website. You should review these Terms and Conditions periodically to be aware of such changes. Your continuing access or use of this website following such publication shall be deemed your acceptance of the revised Terms and Conditions.

## **WAIVER AND SEVERABILITY**

A waiver by us of any provision of these Terms and Conditions shall be effective only if given in writing, and then it shall be effective only to the extent that it is expressly stated to be given. A failure, delay or indulgence by Community Trust South in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by Community Trust South shall not preclude further exercises of that power or right or the exercise of any other power or right.

If any part of these Terms and Conditions is held to be invalid, unenforceable or in conflict with the law, that part of the provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of these Terms and Conditions will be binding on you.

## **INTELLECTUAL PROPERTY**

The materials displayed on this website are protected by copyright and other laws of New Zealand, and under similar laws and international conventions abroad. You acknowledge and agree that all copyright and other intellectual property rights that may subsist in this website including text, illustrations, photographs, video, music, sounds, layout, designs, source code, belong to us or to our licensors (together, “our intellectual property”). Except with our prior written permission, you may not in any form or by any means:

- a) use, copy, modify, adapt, reproduce, store, distribute, print, display, perform, publish, or create in any way any works contained in any part of this website; or
- b) commercialise any information, products or services obtained from any part of this website.

## **ELECTRONIC COMMUNICATIONS**

You consent to receiving communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 2002. You consent to receiving electronic messages and information sent by us (or on our behalf) for any purposes described in our Trust's Website Privacy Policy. You agree, pursuant to section 11(2) of the Unsolicited Electronic Messages Act 2007, that the person sending any such message need not include a functional unsubscribe facility in that message.

## **DISCLAIMERS**

While we endeavour to ensure that the content of this website is free from errors, we do not give any warranty or other assurance as to the content of material appearing on this website, its accuracy, completeness, timeliness or fitness for any particular purpose. The information on this site is for general information only and is in no way exhaustive. To the maximum extent permitted by law, we provide this website and related information and services on an "as is" basis without any warranties, representations, or guarantees of any kind (whether, express, implied, statutory or otherwise) including, but not limited to, warranties of non-infringement, merchantability, or fitness for a particular purpose.

## **LIMITATION OF LIABILITY**

To the maximum extent permitted by law, we disclaim all responsibility for any damages or losses (including, without limitation, financial loss, damages for loss in business projects, loss of profits or other economic losses) whether arising in contract, tort or otherwise from the use of, or inability to use, this website, our services, or any information or material appearing on this website, or from any action or decision taken as a result of using this website or any such services, information or material.

## **ASSIGNMENT**

You may not assign or transfer any rights to any other person without our prior written consent.

## **TERMINATION**

We may terminate or suspend your ability to use the Website, in whole or in part, at our sole discretion, for any or no reason, and without notice or liability of any kind. For example, we may terminate or suspend your account or ability to use the Website if you misuse the Website. Any such termination or suspension could prevent you from accessing the Website or any other related information.

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination.

## **GOVERNING LAW**

These terms of use are governed by the laws of New Zealand and the courts of New Zealand shall have the exclusive jurisdiction to hear and determine any dispute arising in relation to these terms of use.

These terms of use were last reviewed in September 2018.