

These General terms and Conditions of use (hereinafter “the Conditions”) define the rules of use of any website under the ownership or control of Water For Africa UK from which a link has been created to these Conditions (hereinafter the “Website”).

Water For Africa UK is a registered charity (charity number: 1113268) having its registered office at 159-163 Uttoxeter Road, Longton, Staffordshire, ST3 1QQ UK. The Director of publication is Mrs. Sheryl Greentree.

The Website is owned by Water For Africa UK and any use made of the Website are subject to these Conditions. Water For Africa UK may, at its sole discretion, modify or revise these Conditions at any time by updating the text of this page.

The Website is hosted by Yellow Circle 36 Raymond St, Stoke-on-Trent, Staffordshire ST14DP, UK for the Website www.waterforafrica.org.uk, and by OVH SAS, 2 rue Kellermann BP 90157 59100 Roubaix for the Website themarathonwalker.com.

The users visiting the Website (hereinafter “the User(s)”) accept that their use of the Website implies the full acceptance of the Conditions as detailed below.

1. Information contained on the Website

The Website is intended to provide general information only and Water For Africa UK does not accept any liability to any person relating to the use of any such information.

Whilst Water For Africa UK has taken every precaution in compiling this Website and it cannot be held responsible for any action (or the lack thereof) taken by any person or organization wherever they shall be based, as a result, direct or otherwise, of the use of information contained in or accessed through this Website.

2. Copyright and Trademarks

2.1 All copyright and other rights on the content, information, data, text, photographs, logos, graphics, software, database structures, links or computer code published on, or any other data contained or available on the Website (hereinafter “the Material”) are owned by Water For Africa UK, where appropriate, or the rights holders with whom Water For Africa UK have signed agreements.

Unauthorized use of the Material including reproduction, storage, modification, distribution or republication without the prior written consent of Water For Africa UK or, where applicable, the respective copyright owner(s) or other rights owner(s) is prohibited.

2.2 The names and logos of Water For Africa UK and all related product and service names, designs marks and slogans may not be used without the prior consent of Water For Africa UK.

3. Links to third party websites and links to the Website

9.1 The Website contains links to websites operated by companies other than Water For Africa UK. Such links are provided for the User's convenience only. Water For Africa UK does not control such websites, and is not responsible for their content. Water For Africa UK's inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. The User is solely responsible for evaluating the accuracy and completeness of any information contained on the third party websites, and also the value and integrity of any goods and services offered by such websites.

9.2 Any links created to the Website shall be notified to and approved by Water For Africa UK before they are created.

4. Privacy and Data Protection

The User is advised that his/her contact requests and donations may give rise to the collection and automatic processing of his/her personal data. These data will be stored for the time necessary for the purposes for which they have been collected and processed.

The User has the right to access and rectify data concerning him/her as well as the right to oppose the processing of information that concerns him/her. This right can be exercised by sending an email to the following address: info@waterforafrica.org.uk.

5. Donations

The Website provides information on how the User can make a donation to Water For Africa UK and the Websites includes links to third-party websites such as PayPal, Just Giving and Charity Checkout enabling him/her to donate. The Users accept that specific terms and conditions may apply to their use of these third-party websites.

6. Warranty and indemnity

The User warrants to Water For Africa UK that it will not use the Website, the Material or any part thereof for any purpose that is in contravention of any applicable law or regulation or in a manner that will infringe the copyright, trademarks, service marks or other intellectual property rights of third parties or violate the privacy, publicity or other personal rights of others or in any defamatory, obscene, threatening, abusive or hateful manner.

The User shall indemnify Water For Africa UK, its employees and agents, harmless against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against Water For Africa UK, its employees and agents, as a result of the use by the User of the Website, the Material or any part thereof for whatever purpose, to the fullest extent permitted by law.

7. Limitation of liability

It is expressly reminded that the Internet is not a secure network. Therefore Water For Africa UK cannot be held responsible for the contamination by viruses or intrusion by a third party in the system of the User's IT equipment, and declines all responsibility regarding the consequences of the User's connection to the network via the Website.

In particular, Water For Africa UK cannot be held responsible for any damage whatsoever which would have been caused to the User, in particular to his/her IT equipment and/or data stored there, as well as any consequences which may result in his/her personal or professional activity.

Water For Africa UK in no way guarantees the availability or performance of the Website. In particular, Water For Africa UK cannot be held responsible in cases of malfunction of the Internet network, in particular due to acts of malice, which would prevent the proper functioning of the Website.

8. General

8.1 If any provisions of these terms and conditions are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

8.2 These terms and conditions constitute the entire agreement between Water For Africa UK and the User and supersede all other (prior or contemporaneous) communications and proposals, whether electronic or written, between the User and Water For Africa UK.

8.3 Any failure of Water For Africa UK to exercise or enforce any of its rights under these terms and conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the subsequent exercise or enforcement of any such rights.