

## **Abertay Housing Association Terms and Conditions of Website Use**

Thank you for visiting our site <http://www.abertayha.co.uk> ("the Site").

This Site is owned and operated by Abertay Housing Association to provide information to existing and prospective tenants and owners and other interested parties about our activities. Abertay Housing Association is a Registered Scottish Charity (Charity No SC030152) with its registered office at 147 Fintry Drive, Dundee DD4 9HE. Abertay Housing Association is an industrial and provident society, number 2517R(S).

Your use of the Site is regulated by these Terms and Conditions ("the Terms") and our Site Privacy Policy which is incorporated into these Terms. These Terms, together with our Privacy Policy, constitute a legally binding agreement between you and Abertay Housing Association.

Throughout the Terms, when we refer to 'we', 'us', 'our' etc, we are referring to Abertay Housing Association. When we refer to 'you' we are referring to the user or browser of the Site.

We are committed to protecting the privacy of anyone who uses the Site, and any personal data we obtain from you as a result of any enquiries will be processed in accordance with our Site Privacy Policy.

### **1. Agreement**

Accessing or viewing the Site constitutes your acceptance to these Terms. If you do not accept these Terms you must exit the Site immediately.

### **2. Registering with us**

You must register with us and be signed in to use some features on our Site. In registering with us, you may be required to provide personal details, such as your name and email address. All personal information will be used and stored in accordance with our Privacy Policy.

You should keep your sign-in details private at all times. Do not share them with anyone.

### **3. Intellectual Property Rights**

The intellectual property rights (including but not limited to copyright and database rights) in this Site are owned by or licensed to Abertay Housing Association, its assignees, licensees or sub-licensees; and the copyright in the text, artwork, graphics and images on the Site is owned by Abertay Housing Association or its licensors or its content or technology providers except where otherwise specified. Nothing in these Terms transfers to you any rights of ownership of such intellectual property rights, or constitutes a licence to use such intellectual property rights other than to the extent expressly set out in these Terms.

You are permitted to use our Site for the purposes of: (i) accessing, interacting with and viewing various information and features on our Site; (ii) paying rent and factoring charges as a tenant or homeowner; and (iii) reporting a repair using our online reporting system. You may print or download the content of this Site for your own personal, non-commercial use. You may not remove any product identification, copyright notices or other notices from Abertay Housing Association's materials or copies of Abertay Housing Association's materials on this Site which you may have made or printed for your own personal use. You must not use our Site for any purpose not set out above, and in particular:

- (a) You must not edit or otherwise modify our content;
- (b) You must not reproduce, duplicate, copy, sell, re-sell, distribute or use content on our Site, either in whole or in part, other than as permitted under these Terms;
- (c) You must not use any analytical, information-gathering or automated tools, or do anything which might prevent the Site from working properly for other users (e.g. denial of service attack); and
- (d) You must not breach any laws, third party rights or these Terms.

The distribution or copying of the content of the Site or any part of the Site for any commercial purpose is specifically prohibited other than with the express written consent of Abertay Housing Association.

Any trade mark, service mark or other intellectual property contained in or relating to this Site is the property of Abertay Housing Association, unless otherwise stated. The use of such trade marks, service marks or other intellectual property without Abertay Housing Association's permission is strictly forbidden.

Notwithstanding the above, caching of this Site is permitted by an information service provider acting in the normal course of its business as provided for in the Electronic Commerce ( EC Directive) Regulations 2002.

#### **4. Links to other Websites**

This Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Abertay Housing Association. Abertay Housing Association makes no warranties, representations or undertakings about any content of any other website referred to or accessed by hypertext link through this Site ("Third Party Site"). Abertay Housing Association does not endorse or approve the content of any Third Party Site, nor will Abertay Housing Association have any liability in connection with any of them including, but not limited to, liability arising out of any allegation that the content of any Third Party Site infringes any law or the rights of any person or entity. Use of or reliance on Third Party Sites, and the content provided thereon, is at your own risk. Third Party Sites may be subject to separate terms and conditions of use, and it is your responsibility to check these.

## **5. Links to this Site**

Those wishing to place a link to this Site on other sites may do so only to the home page of the site [www.abertayha.co.uk](http://www.abertayha.co.uk) without prior permission. Deep linking (i.e. links to specific pages within the Site) requires the express permission of Abertay Housing Association. To find out more please contact us via:

Email: [queries@abertayha.co.uk](mailto:queries@abertayha.co.uk) or

Post: Abertay Housing Association, 147 Fintry Drive, Dundee DD5 9HE; or

Phone: 01382 903545.

## **6. Availability of the Site**

The Site is provided on an “as is” and “as available” basis, without any representation or endorsement made and without warranty of any kind, whether express or implied, in so far as permitted by law. In particular, we do not warrant (express or implied) or represent that access to this Site will be uninterrupted, reliable or fault free. Abertay Housing Association accepts no liability for any disruption or non-availability of the Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

We reserve the right in our sole discretion to deny users access to our Site or any part of it without notice and to decline to provide the service to any user that is in breach of these Terms, in particular if we think you are: (a) infringing third parties' rights; (b) creating problems or potential legal liabilities; or (c) in breach of these Terms.

## **7. Payment Security**

You can pay rent and factoring charges through our Site by using the third party secure payment gateway, Worldpay. Please follow the instructions on our Site in order to use this facility. You will be directed through a link on our Site to make your payment with a credit or debit card. Your credit / debit card details will be taken by Worldpay and are never stored on our servers. Once we have received your order and payment, you will be sent a confirmation email, confirming your payment. All credit / debit card purchases are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not for any reason authorise payment to us, we will not accept your payment.

## **8. Limitation of Liability**

To the fullest extent permitted by law, Abertay Housing Association shall not be liable for any loss or damage arising, directly or indirectly, out of or in connection with your use of this Site, the information in it or the unavailability of the Site, or its content. Nothing in these Terms shall be construed so as to exclude or limit our liability for death or personal injury as a result of our negligence or fraud.

## **9. Accuracy of Information**

The Site could include technical inaccuracies or typographical errors. We have made reasonable efforts to ensure that it is accurate at the time of inclusion. However, like any printed material, it may be out of date at the time of access by the user. We shall not be liable for any error or omission in, or any failure to update, such information and any decisions based on the information are the sole responsibility of the user.

Abertay Housing Association reserves the right at any time to revise the contents of this Site (including these Terms) with or without prior notice to you. Any changes to these Terms will be posted on this Site and, by continuing to use this Site following any such change, you will signify that you agree to be bound by the revised Terms.

## **10. Computer Viruses**

Abertay Housing Association uses appropriate technical measures and will use its reasonable endeavours to ensure that neither the site nor its contents contain or assist the dissemination of viruses or malicious code. Abertay Housing Association recommends that you virus check all materials downloaded from the site before using them. You are also advised regularly to check your computer for the presence of viruses and malicious code. Abertay Housing Association excludes, to the fullest extent permitted by law, all liability (except liability for death or personal injury) for damage or loss caused by computer viruses or malicious code originating, or contracted, from this site or any third party sites.

## **11. No Waiver**

Failure or neglect by us to enforce at any time any of the provisions of these Terms shall not be construed, nor shall be deemed to be a waiver of our rights, nor in any way affect the validity of the whole or any part of these Terms, nor prejudice our right to take subsequent action.

## **12. Notices**

All notices / communications shall be given to us either by post or email to our premises (see addresses above in section 5). Such notice will be deemed received:

- (a) three days after posting if sent by first class post; or
- (b) the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

## **13. Indemnity**

You agree to indemnify and do hereby indemnify Abertay Housing Association against all costs, expenses (which shall include but not be limited to reasonable legal costs and outlays), losses and damages arising from or incurred as a consequence of any claims or demands arising from or in connection with your breach of these Terms.

#### **14. Severability**

If any provision (or part thereof) of these Terms no longer applies or if a court of competent jurisdiction finds any provision of these Terms to be void or unenforceable for any reason, then such provision shall be severed, and the remaining provisions shall survive and remain in full force and effect and continue to be binding and enforceable.

#### **15. Law and Jurisdiction**

These Terms and the relationship between you and Abertay Housing Association shall be governed by and construed in accordance with the Law of Scotland, and Abertay Housing Association and you agree to submit to the exclusive jurisdiction of the Courts of Scotland. You are responsible for compliance with any applicable laws of the country from which you are accessing the site.

#### **16. Disclaimer**

Abertay Housing Association makes no warranty or representation that the web site will:

- meet your requirements;
- be compatible with all systems,
- be secure and that
- all information provided will be accurate.

We make no guarantee of any specific results from the use of our Site. No part of this Site is intended to constitute advice and the content of this Site should not be relied upon when making any decisions or taking any action of any kind.