

# **Terms & Conditions**

#### Terms Of Website Use

Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

# Reliance On Information Posted & Disclaimer

The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from use of this site.

### Information About Us

<u>https://www.mmkmc.co.uk/</u> is a site operated by Maidstone & Mid Kent Motor Club Ltd ("We"); we are a Limited Company registered in England and Wales under registration number 00339785. Our office is Thames House, Roman Square, Sittingbourne, Kent, ME10 4BJ.

#### Accessing Our Site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

# Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our 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 our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

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 site must always be acknowledged.

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

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

# Our Site Changes Regularly

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 Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

#### **Our Liability**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, 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.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time;

and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

#### Information About You And Your Visits To Our Site

We process information about you in accordance with our privacy policy. By using our site, 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 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 our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our 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. 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 site 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 site or to your downloading of any material posted on it, or on any website linked to it.

#### Links From Our Site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

### Jurisdiction And Applicable Law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

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.

#### 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 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 site.

#### Your Concerns

If you have any concerns about material which appears on our site, please contact: chairman@mmkmc.co.uk

Thank you for visiting our site.



# Privacy Policy & GDPR

Maidstone & Mid Kent Motor Club Ltd (MMKMC) holds personal data about its members. This data is used to process your membership, provide you with information from MMKMC to enable us to carry out our membership activities and to provide us with management and statistical information.

#### Data Protection Notice

MMKMC collects and maintains personal information so that it can carry out its function as a Motor Club, provide membership services and comply with certain statutory obligations. MMKMC treats all personal information with the utmost confidentiality and with appropriate levels of security. By joining the club, you agree to the processing of your personal information for the purposes outlined below.

The personal data will be used for a range of club-based activities relating to its running. These include the maintenance of records for the promotion of events and requests for members to help in the running of events. All information (updated as appropriate) will be kept throughout an individual's time as a member and for such reasonable period (and to the extent necessary) after membership as may be needed. Personal data will also be available to our officers and officials.

Under the Data Protection Act 1998 MMKMC members also have the right to ask for a copy of the information that MMKMC holds on them - for which a small fee can be charged - and to request correction of any incorrect information held.

Requests should be made by email to the club at this address: info@mmkmc.co.uk

Please note that this notice may be amended from time to time.

#### Accessing your records online

Members can see most of their own data online through this website without the need to make a specific data protection request.

To do so, log-in and connect you to your record held on the MemberMojo system.

The MMKMC membership website takes every precaution to protect our members' information: when personal and sensitive information is submitted via the website it is protected.

# Authorisation

MMKMC does not sell or allow external organisations to use your data. All emails or direct mail such as the Kent Driver magazine are sent to you from the club.

To opt out of all email communications please send an email request to: <u>mmkmembership@outlook.com</u>