

## Summary Terms and Conditions

These summary terms and conditions are provided to give users an overview of the terms and conditions that must be accepted and adhered to when registering for a HAVOCA online forum account. Users are recommended to read the full terms and conditions for further detail as to the full extent of these terms.

1. In registering your acceptance of the full terms and conditions is given freely and without prejudice.
2. You must not use the forum to advertise any products or services.
3. You can only register one account per email address and must register multiple accounts for any inappropriate purpose.
4. HAVOCA reserves the right to modify or remove any content at any time.
5. HAVOCA reserves the right to remove any user account at any time, but will not routinely do so unless these terms are breached/
6. As a voluntary community organisation you remove HAVOCA of all liability for liability and damages howsoever caused by your use, or removal/restriction of your use, of this site.
7. You will not post content of any nature that is offensive, criminal in nature, or likely to cause offence to the average user, as determined by HAVOCA.
8. All content posted to this forum becomes the exclusive intellectual property of HAVOCA.
9. Nothing in these forums constitutes formal advice and at no point is there any intention to create legal relations between HAVOCA and any user for the purpose of advice.

## Terms and Conditions

### Clause 1 – Acceptance of Terms

1.1 Use of the HAVOCA Online Forum, including the private messaging service, indicates your acceptance of these Forum Terms and Conditions of Use as well as the HAVOCA Privacy Policy (which can be found here).

### Clause 2 – Advertising

2.1 Companies and/or individuals must not use the Forum to advertise any products or services. HAVOCA reserves the right to remove any post containing advertising, howsoever generated, and take action to remove the offending user from the HAVOCA site.

### Clause 3 – User accounts

3.1 Users can only register one username per email address.

3.2 Users not register multiple usernames. Any one who registers a second username and then uses it inappropriately will be named on the open forum, in addition to having their account blocked.

3.3 HAVOCA reserves the right to remove access to the Forum for any Users who mimic another User's identity and/or register identities of a similar or identical nature to persons in the public eye.

3.4 HAVOCA encourages Users to leave their real email address so others can contact you directly if they so wish. We do not collect email addresses from our Forum for use in mailing lists.

### Clause 4 - Users Obligations

4.1 Like the rest of society, Users of the Forum should adhere to basic standards and nothing false or misleading should be posted.

4.2 Any one placing racist material on this Forum is committing a criminal offence - namely Incitement to Racial Hatred under the Race Relations Act. All details are therefore passed on to the people who provide the computers from which that message has been sent.

4.3 Do not post rude or abusive messages - including personal attacks on other Users.

4.4 Do not post defamatory or other insulting or inappropriate messages.

4.5 Any thing that is placed onto the Forum must not infringe the intellectual property or other rights of any third party or breach any applicable laws.

4.6 Users must not use this Forum for transmitting any "spam" or "junk mail", or any other form of commercial solicitation.

4.7 Users must not post onto the Forum anything that contains any software viruses or any other code, file, program designed to harm the function of any computer or telecommunications equipment.

4.8 Users must not collect or store (or attempt to collect or store) any personal data that it may receive about other Users of the Forum.

4.9 If under the age of 18 a User will need to obtain a parent or guardian's permission before posting anything onto the Forum. You should never reveal personal information about yourself, such as your address, telephone number and school.

#### Clause 5 - Intellectual Property

5.1 HAVOCA reserves the right to re-use any submission to the Forum in any format or media and in such ways as HAVOCA sees fit. Users waive their moral rights to object to any derogatory treatment, or to be identified as the author, of the submission in question.

#### Clause 6 – Termination

6.1 If a User fails to adhere to these Terms & Conditions, HAVOCA reserves the right to terminate the User's participation on the Forum. HAVOCA also reserves the right to terminate the User's participation on the Forum if their behaviour is damaging or potentially damaging to the forum community.

6.2 Users who posts defamatory, obscene, racial or otherwise offensive material on this Forum acknowledge that this may expose them to the risk of legal action (whether civil or criminal) being taken against them.

6.3 Any User who has had their access to the forum terminated and attempts to regain access may have further action taken against them.

#### Clause 7 - Disclaimers

7.1 Please note that the HAVOCA Forum is not instantly moderated and we therefore rely upon notifications from other Users regarding abuse of the Forum. We reserve the right to remove or edit any posting on the Forum that contravenes these Terms & Conditions.

7.2 Users of the Forum do so entirely at their own risk. As such, to the extent permitted by law, Users release HAVOCA, its founders, trustees, contractors and employees from all liability arising out of or in connection with the Forum and the material submitted to it by third parties

7.3 Problems or complaints should be directed to HAVOCA at info@havoca.org. This is particularly if you notice that a User is contravening these Terms & Conditions.

7.4 Users who wish to make suggestions about HAVOCA can do so via contacting info@havoca.org.

7.5 The views of users of the forum are not those of HAVOCA.

#### Clause 9 - Jurisdiction

9.1 These terms are governed by English law and you and HAVOCA submit to the exclusive jurisdiction of the English courts.

#### Clause 10 - Waivers

10.1 The failure of HAVOCA to enforce any rights under these terms does not constitute a waiver of HAVOCA's right to enforce said right.

#### Clause 11 – Liability

11.1 HAVOCA is a not-for-profit organisation operating for the mutual benefit of its users. Users, in accepting these terms, remove so far as is possible in law, all liability for damages against HAVOCA.

11.2 HAVOCA does not provide legally binding advice and nothing in this site, howsoever described or delivered, constitutes an intention to create legally binding relations for the purpose of advice.

11.3 Advice that may be obtained from posts in the forum is taken at risk with no guarantee or liability on the part of HAVOCA.

11.4 In acceptance of these terms, users remove all liability for recourse to damages in respect of, but not limited to:

- a. lack of availability of the site at any time
- b. actions users take as a consequence of use of the forum
- c. removal or restrictions in access to the forum
- d. the consequence of any private message correspondence entered into whilst using the forum
- e. the content within the HAVOCA website and online forum
- f. the actions of other users of the HAVOCA website and online forum

#### Clause 11 – Modification

11.1 HAVOCA reserves the right to, from time to time and without notice, including the right to terminate the message board and all (or any of) its messages for any reason;

11.2 determine (in its absolute discretion) if any message or discussion is in violation of these Terms, and edit or remove any content that it considers does so.

#### Clause 12 – Complaints Procedure

12.1 HAVOCA is a community orientated organisation that represents a gratuitous forum for the free expression of its members for the mutual benefit of others. No cause of complaint shall leave HAVOCA liable to any damages, howsoever incurred, caused by but not limited to:

- a. Removal of access to the site and/or online forums
- b. Removal and/or modification of a users' posts
- c. Deletion of a user's account

12.2 Complaints will be accepted by email only to [info@havoca.org](mailto:info@havoca.org)

12.3 HAVOCA aims to respond by email to all complaints within 5 business days, and reserves the right to inform the complainant within this 5 business day period that a further reasonable period of response is required for a full response to the complainants issue.

12.4 No liability, warranty or acceptance is placed upon HAVOCA in responding to a complaint.

12.5 If the complainant is unsatisfied with the response provided by HAVOCA, the organisation shall be under no liability to offer recourse to an external authority; HAVOCA is an unregulated community forum provided for the free expression and mutual benefit of its members, as such no liability is accepted.

12.6 At its discretion, HAVOCA may refer an unsatisfied complainant to a member of the HAVOCA team other than the initial respondent for further comment but shall be under no obligation to do so.

12.7 HAVOCA is a voluntary organisation and reserves the right to decline to comment on any complaint received.

12.8 HAVOCA is not subject to external regulation, other than so far as required by the jurisdiction of English law and thus does not offer recourse to industry bodies or ombudsman.