

## TERMS & CONDITIONS

Please read the following terms and conditions carefully as they govern the use of this website.

By using the services provided by The Mighty Creatives, 31 Rutland Street, LCB Depot, Leicester, LE1, a registered charity in England and Wales (1129006) and as a Company Limited by Guarantee (6652046), you accept and agree to comply with these terms and conditions. If you do not agree to these terms of use, you must not use our site.

Anyone may view the website to use for their own personal use only and not for reproduction on any other website or for commercial gain. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

Everything on our, The Mighty Creatives, website ([www.themightycreatives.com](http://www.themightycreatives.com)) is covered by a disclaimer and protected by copyright laws.

We welcome all like-minded adventurers to our website – but we do ask that you follow our terms and conditions, and use the facilities in the right way. We may revise these terms and conditions at any time by amending this page. Please check this page from time to time to take note of any changes that we have made, as they will be binding on you.

Other applicable terms

In addition to these terms and conditions, the following also apply to this site:

- Our [Privacy Policy](#) which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

### Trademarks and intellectual property

The Mighty Creatives name and logo are trademarks. You might come across other trademarks and logos on our site and they, too, all belong to their relevant owners. The Mighty Creatives owns the copyright of, and other intellectual property rights in, [www.themightycreatives.com](http://www.themightycreatives.com) and its contents.

Provided you don't alter, add or delete information and it's for your own personal, non-commercial use, our website content is available for you to view, print, download or store. Please don't copy, replicate, distribute, publish, commercially exploit, or transfer any material or content without our prior consent.

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 website is its own community. By submitting content, including your member profile and comments or feedback to any public area of the site, you're giving us a royalty-free, non-exclusive license to use, reproduce, modify, publish and translate the content to promote services, offers and activities to benefit you and the rest of our online community. You may not post to

www.themightycreatives.com any message or material that is in breach of a third party's intellectual property rights - so make sure everything you post is your own.

The views expressed by other users on our site do not represent our views or values.

### **Reliance on information**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

### **1. Links**

Like all websites, we include links to other sites. However, The Mighty Creatives aren't responsible for the terms and conditions of these linked websites. Please be aware of this when you leave our site. If they collect personal information, you should read their Terms and Conditions - they may well be different to ours.

Although the links we provide are there for your convenience, we can't guarantee their reliability and it doesn't mean we endorse them. They're not under our control and we're not responsible nor do we accept liability for their content.

### **2. Content and limitation of liability**

We make every effort to keep the information on our website accurate, but we deny any liability for expressed or implied warranty and representation, of the accuracy, completeness or appropriateness of information for a particular purpose – you must be certain of these matters yourself before using the material. The Mighty Creatives does not guarantee that access to this website and its contents will be uninterrupted or that this website can't be tampered with by third parties. By using the information on our website, you understand and agree that The Mighty Creatives, our website and our employees aren't responsible or liable for any claim, loss or damage that may arise from its use. You accept full responsibility.

To the extent permitted we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied. Nothing in these terms limited our liability for anything that cannot be excluded or limited by English law.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

### **3.Virus protection**

It's always wise to run an anti-virus programme on content downloaded from the internet. We make every effort to check and test material at every stage of creation, but we can't accept responsibility for any loss, disruption or damage to your data or computer which may be caused by bugs, viruses or other technologically harmful material while using material from the site.

We do not guarantee that our site will be secure or free from bugs, viruses or other technologically harmful material.

### **4.Data protection**

Under the Data Protection Act 1998, when you supply personal information to our site, we have a legal duty to protect it.

The first principles of the Act state that data must be obtained fairly and lawfully. Anyone providing data about themselves should know:

- The identity of the data controller;
- The identity of any representative selected by the data controller;
- The purposes for which the data is to be processed;
- Any other information relevant to the fair processing of the data.

With that in mind:

- Our Data Controller is The Mighty Creatives;
- Our Data Protection Contact is [Danny Myers](#).
- The main reason we collect your information is to validate your identity when it comes to logging in and adding, editing or publishing content on our website. But we also want to

make your visit a more personal one, especially when it comes to contacting you with site information and e-shots.

- We may use your information within the range of services provided to you. Unless we're obliged or permitted to disclose it by law, your personal information won't be supplied to anyone else without your prior consent.

Please see our Data Protection Policy below.

## **5. Photographs**

We make sure we obtain consent before using children and young people's photos on our website.

## **6. Registration**

Anyone can access most of our website. But, to receive communications or access extra services, you'll need to register as a member.

When you register with us, you're stating that you're 18 or over. You're also confirming that the information you've given us is true, accurate and complete, and that you'll guarantee the information is always kept accurate and up to date. Anyone younger than 18 should follow us on social media where there's plenty going on.

## **7. Password**

You'll need to create a password when you register to use [www.themightycreatives.com](http://www.themightycreatives.com). Keep this password confidential – don't share it with anyone. You are responsible for everything that happens under your user profile which is accessed using your password.

If you find out or suspect that someone else knows your password, you should change your password without delay and contact us immediately at [info@themightycreatives.com](mailto:info@themightycreatives.com).

## **8. Your use of [www.themightycreatives.com](http://www.themightycreatives.com)**

Using our website to share your views is encouraged – that's what it's there for. But we do ask that you follow a few simple guidelines. Remember:

- a. [www.themightycreatives.com](http://www.themightycreatives.com) is for your personal use only, not for commercial purposes or for financial gain.
- b. You shouldn't use [www.themightycreatives.com](http://www.themightycreatives.com) to send spam or bulk communications of any kind.
- c. You must not impersonate any other person or organisation, real or otherwise. Be yourself.
- d. You must not use [www.themightycreatives.com](http://www.themightycreatives.com) in a way that might reasonably be expected to cause the site to be interrupted, damaged, rendered less efficient or which could in any way damage the operation of another's computer.
- e. As we've mentioned, our website is a community – we all have a part to play in protecting the people that use it. Don't post unlawful, distressing, abusive, threatening, objectionable

or inaccurate messages or material. We ask all members of our community to respect children and young people's rights as defined in the UNCRC. You may not post to [www.themightycreatives.com](http://www.themightycreatives.com) any message or material that discriminates on the grounds of sex, sexual orientation, gender reassignment, marital or civil partnership status, pregnancy or maternity, race, ethnic origin, nationality, socio-economic status, religion or belief, disability, or age. We reserve - at our sole discretion - the right to decide the suitability of all content on our website.

- f. You may not post to [www.themightycreatives.com](http://www.themightycreatives.com) any message or material that encourages, permits or condones conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, national or international law or regulation.
- g. We reserve the right to edit, amend, delete or move any messages or content distributed through [www.themightycreatives.com](http://www.themightycreatives.com) and by you, at any time and at our sole discretion.
- h. We reserve the right, at our sole discretion, to terminate a site member's access to [www.themightycreatives.com](http://www.themightycreatives.com) in whole or in part. So please be careful.
- i. If you think the terms and conditions have been breached, please email our Director and Data Protection Contact, [Danny Myers](#).

If you have any further questions, please contact our Data Protection Officer, [Danny Myers](#).

#### **Applicable Law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.