

WEBSITE TERMS OF USE

1. Who we are and how to contact us

<https://molendinar.org.uk/> is a site operated by Molendinar Park Housing Association (“We”). We are a registered social landlord in Scotland (registered number 274), a registered society under the Co-operative and Community Benefit Societies Act 2014 (registered number 2400RS), a charity registered in Scotland (registered number SC043725) and a registered property factor under the Property Factors (Scotland) Act 2011 (registered number PF000125), having our registered office at 3 Graham Square, Glasgow, G31 1AD.

You can contact us by e-mail at admin@molendinar.org.uk or by telephone at 0141 564 5256.

These terms of use explain how you may use this site and its content.

2. By using our site you accept these terms of use

You should read these terms of use carefully before using this site. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the site.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

We try to make the site as accessible as possible. If you have any difficulties using the site, please contact us using the details at the top of this page.

We recommend that you print a copy of these terms of use for future reference.

The following also apply to your use of our site:

- Our Website Privacy Statement. See further under “How we may use your personal information”.
- Our Cookies Statement which sets out information about the cookies used on our site.

3. We may make changes to these terms of use

We may amend these terms of use from time to time. Every time you wish to use our site, please check these terms of use to ensure you understand the terms of use that apply at that time. These terms of use were most recently updated on 18 January 2021.

4. We may make changes to our site

We may update and change our site from time to time to reflect changes in applicable regulatory and legal requirements and we will give you reasonable notice of any major changes, but only if we are required to do so by law.

5. We may suspend or withdraw our site

Our site is made available to you free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons as we see fit. We will try to give you reasonable notice of any suspension or withdrawal, although this may not always be possible.

We may suspend or withdraw your access to the site, if you do not comply with these terms of use or any applicable law.

6. Access to our site outside the UK

We make no promise that the site is appropriate or available for use in locations outside of the UK. If you choose to access the site from locations outside the UK, you acknowledge that you do so at your own initiative and risk and are responsible for compliance with local laws where they apply.

7. You must keep your account details safe

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures to provide access to restricted areas of the site, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable or change your username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you has knowledge of your username or password, you must promptly notify us using the contact details at the top of this page.

8. How you may use material on our site

We are the owner or the licensee of all intellectual property rights in any text, images, video, audio or other multimedia content or other information or material accessible from the site. We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of

any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others to content 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. You must not adjust, try to circumvent or delete any notices contained on the site or its content (including any intellectual property notices) and, in particular, in any digital rights or other security technology embedded or contained within the site or its content.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

Nothing in these terms of use grants you any legal rights in the site and you must not use any part of the content 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.

9. Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely and is not tailored to your specific requirements or circumstances. You must obtain professional or specialist advice or use your own independent judgement before taking, or refraining from taking, any action based on 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, up to date or fit for any purpose. Any reliance you may place on information on the site is entirely at your own risk.

10. We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

11. Our responsibility for loss or damage suffered by you

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 do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

12. How we may use your personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be handled in line with our Website Privacy Statement, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and the Information Commissioner's Office in the event you have a query or complaint about our use of your personal information.

13. We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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.

14. Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact us using the details set out at the top of the page.

15. We are not responsible for events beyond our control

We are not liable to you if we fail to comply with these terms of use because of circumstances beyond our reasonable control, including breakdown of systems or network access.

16. Disputes

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the details set out at the top of this page.

If a dispute cannot be resolved using our complaints procedure, you can bring court proceedings against us. The law of Scotland will apply to these terms of use. The Scottish courts will have exclusive jurisdiction in relation to these terms of use.

Last updated: 7 July 2021