



Club Triumph Website

terms and conditions of use

(1) Introduction

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

(2) Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-licence material from the website;
- reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website, except for content specifically and expressly made available for redistribution.

(3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

(4) User accounts

By creating an account on the website you agree to store your login credentials securely and not to disclose them to any other party.

You must not register more than one account or use another user's account for any reason whatsoever.

We reserve the right to suspend or remove user accounts without notice or explanation

(5) User generated content

In these terms and conditions, your user content means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

By adding content to the site you grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to publish it on this website, in Club Torque magazine, or for any valid Club purpose.

Club Triumph is not responsible for messages posted and does not vouch for, nor condone, their authenticity, accuracy or content. Club Triumph is run by club member volunteers who are only available when their free time allows.

As such you are requested to police yourself and not post literature that could be taken as unacceptable or in poor taste or that breaks any of the rules given below.

The views of users given on this website are those of the author only. Although the moderators and administrators of this website try their best to keep it free of any offensive content, there may be small, isolated incidents in which posts cause you offence or break the rules. If there is a post which causes you offence please push the 'report' button which is on all posts. While we will try to remove content reported by you if we agree with your reasons, or that we deem offensive or that breaks any of the other rules given below, as soon as possible, it is impossible for us to keep track on each message posted at every moment of the day. If such offensive or otherwise content is posted, we will either edit or remove the post, and the appropriate action will be taken towards the user.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not -

Post any material which is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, divisive, likely to cause offence to other members, invasive of a person's privacy, or that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint, or that otherwise violates UK law.

Post messages about traders which may be considered libellous or defamatory. Unfortunately we have in the past received a number of comments from suppliers concerning issues which are being discussed in forum where these matters would be more properly addressed directly and in private between customer and supplier. This is also the correct way of conducting your business.

Promote motor sport events that have not undergone appropriate MSA approval, excepting 'Social Runs', which do not require an MSA Permit. Club Triumph is recognised by the Motor Sport Association as an organiser of competitions and road events. It is only acceptable for individuals to discuss a non-CT/MSA event on the website provided that they do not use the Club name, logo or other Club media to

promote it and that it is made abundantly clear that this is NOT a CT event and that as such all those taking part do so entirely at their own risk and without the backing or insurance of CT or the MSA

Use discussion forums for the purpose of advertising services or items for sale. Private adverts may only be placed in the relevant Marketplace section on the website. Private adverts must be appropriate for the site and all forms of 'spam' are strictly banned. Commercial advertising is not allowed, commercial advertisers should contact the advertising manager (advertising@club.triumph.org.uk) for current rates.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

(6) Limited warranties

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(7) Limitations of liability

Nothing in these terms and conditions (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Subject to this, our liability to you in relation to the use of our website or under or in connection with these terms and conditions, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

to the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature;
we will not be liable for any consequential, indirect or special loss or damage;
we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;
we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control;
our maximum liability in relation to any event or series of related events will be limited to that provided by the insurance, if any, that we have in place.

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

(11) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

(12) Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(13) Exclusion of third party rights

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

(14) Entire agreement

These terms and conditions, together with our terms and conditions of sale, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(15) Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of England and Wales.