

Terms of Use

The BBC Children in Need Emergency Essentials Programme, delivered by Family Fund Business Services

We, Family Fund Trading Limited trading as Family Fund Business Services ("FFBS"), operate this website, the home page of which can be found at www.familyfundservices.co.uk. Your access to and use of this website is subject to your compliance with all applicable laws and these terms of use, which incorporate the paragraphs below and the Privacy Policy, all of which can be accessed from this page ("Terms of Use"). Your use of this website constitutes your unqualified agreement to accept and comply with the Terms of Use.

You agree that you will be liable to us for, and shall indemnify us against, any loss or damage that we suffer or incur as a result of any breach by you of these Terms of Use.

Operator of this website

Family Fund Business Services ("FFBS") is a working name of Family Fund Trading Limited which is a company registered in England (number 06293129), which is a wholly owned subsidiary of The Family Fund Trust for Families with Severely Disabled Children, a company limited by guarantee (number 03166627) and a Charity (number 1053866) registered in England. Scottish charity No. SC040810. The registered office for both organisations is Unit 3, Alpha Court, Monks Cross Drive, Huntington, York, YO32 9WN. We have notified the Office of the Information Commissioner of our data processing activities: our registration number is Z3588938.

Use of this website

This website is offered as an information service for all current and prospective stakeholders in FFBS, including but not limited to, customers, suppliers, staff, agents and other associates of FFBS. The website is also offered so users can access the services that FFBS provide and where authorised, contribute to the running and administration of those services through an online account facility. It is directed solely at those who access this website from the United Kingdom.

You shall ensure that, when using the online account facility, you complete all required information fields accurately. We cannot be responsible for any errors in such information unless we have been informed of the error.

Whilst we use reasonable efforts to include accurate and up to date information on this website, errors may occur. We cannot give any warranty or representation as to the accuracy of the information, and do not accept responsibility for errors or omissions or for any action or decisions based on the information.

Your use of this website and online accounts accessed through it is at your risk. The information and materials provided on this website are of a general nature only and cannot be regarded as constituting advice or recommendations (professional or otherwise). We do not accept any liability for any direct, indirect, special or consequential losses or damages of whatever nature, including, but not limited to loss of anticipated savings, revenues, information, goodwill or contracts arising out of this website, its availability or lack of availability or your use of any information contained in this website.

Access to the online accounts may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Any questions? We're on the web: www.familyfundservices.co.uk
Contact us by email: emergencyessentials@familyfundservices.co.uk



**BBC CHILDREN IN NEED
EMERGENCY ESSENTIALS**



Registered charity England & Wales no.802052 and Scotland no. SC039557.



Family Fund
Helping you, helping others

Business
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Use of this website continued...

We exclude all warranties, express or implied, relating to the information and materials on this website to the fullest extent permitted by law.

Nothing in the Terms of Use shall be construed to exclude or limit (1) our liability for death or personal injury or fraudulent misrepresentation or (2) any rights you may have as a consumer to the extent that such liability and rights may not be excluded or limited under applicable statute or law.

You acknowledge that we may monitor your usage of the online account in our legitimate interest to ensure your continued compliance with these Terms of Use, and that we will cooperate with any person, law enforcement authority or court order requesting or directing us to disclose the identity of anyone using the online account in breach of the Terms of Use, any law (whether civil or criminal) or the legal rights of any party. We reserve the right to suspend or disable your access to the online account in the event that you fail to comply with these Terms of Use or if we consider it necessary to safeguard the security of the online account facility.

Links from and to this website

Hypertext links are links by which visitors can move from one website to another or from one page to another within the same website.

This website contains hypertext links to third parties' websites. Any hypertext links between our website and any third party website are provided for your convenience only and we accept no liability whatsoever for the contents of any such third party website. We exclude to the fullest extent permitted by law all liability that may arise in connection with or as a result of third party website material or your accessing of third party websites causing any damage, costs, injury or loss of any kind.

You may link to the website (and online account therein) for professional internal purposes only, provided that such linking is done fairly and lawfully and does not damage or take advantage of our reputation or suggest that you or your employer is associated with, approved or endorsed by us. Except as otherwise stated in these Terms of Use, you shall not create any links between the website (and online accounts therein) and any other website or media channel. We reserve the right to withdraw your permission to link to the online accounts at any time without having to give a reason.

You must not frame the online accounts on any website.

You agree that if you wish to create any links between this website and any other website you will do so only in accordance with the rules set out on this website.



Website facilities - Family Fund Business Services online account

Family Fund Business Services ("FFBS") is a working name of Family Fund Trading Ltd. Please see Operator of this website above for further information about FFBS.

When you register for an online account with us an account will be created for you. You will receive an email asking you to activate your account. You will be providing your name and email address and creating a password, which we will use for our legitimate interest in providing you with a login to the online account. If you make an application with us after you have registered for an account you will be able to view progress on that application in your account as long as you use the same email address you registered with. You are responsible for keeping your password safe and secure and for all activities that take place on your account.

If you suspect that any of your login details may no longer be secure, you must immediately change any such login details and immediately notify FFBS in order that the previous login details can be disabled.

You must not access FFBS online account using anybody else's log-in details or if you have not been given specific login details by FFBS.

You are responsible for all information posted and transactions processed that are made on, or via, the online account which arise from your log-in details, whether or not such use is authorised by you.

Your access to the online account will be withdrawn when your agreement with us relating to the online account expires or is terminated (for any reason).

The Terms of Use relates to your use of this website. When you register for an account and if you make an application to FFBS for assistance, whether online or otherwise, FFBS will ask you to agree to be bound by separate Terms & Conditions at that time.

Prohibited Uses

You undertake:

- to accept full responsibility for the use of the website and any online accounts accessed through the website
- not to use the website and online account in any way which breaches any applicable local, national or international law or regulation;
- not to post on the website or online account any material which is inaccurate, defamatory, abusive, offensive, pornographic, racist, sexist, threatening, vulgar, obscene, hateful or otherwise inappropriate or which will constitute a criminal offence or give rise to civil liability or which may cause offence in relation to sexual orientation, age, marital status, disability or working status
- not to harass or upset third parties through your use of the online Portal;
- not to post on the website or online account any material which is protected by confidentiality, copyright, trade mark or other propriety right without the express permission of the third party owner;
- except where required by us for the purposes of assessing an application or fulfilling an order, not to send personal information about any third party using the website or online account;
- not access, extract, use or copy any material or information on this website for any commercial purpose or for any purposes which are unlawful. In particular, you are not allowed to copy (whether by printing off, storing on disk or in any other way), distribute (including distributing copies), alter or tamper with in any way or use any material contained in this website except that you may print off any individual page for your own personal use; or
- not use this website in a way that causes or may cause an infringement of the rights of any other party or which breaches any standards, regulations or codes published by any relevant authority; or
- not use this website in any way that interferes with or affects the performance of the website or our systems or which interferes in any way with other users use of the Website; or
- not gain, or attempt to gain, any unauthorised access to our website, online account, our other systems and/or to the personal data, information or data of other users and customers; or
- not to use the website or online account in a manner which is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; and
- not to use the facilities in order to obtain unauthorised access to data or other information belonging to us or any third party.

Trade Marks, Logos and Service Marks

The trade marks, logos and service marks (collectively “the Trade Marks”) displayed on this website (whether registered or unregistered) are and shall remain the property of their respective owners. Nothing contained in this website shall be construed as granting any licence or right to use any Trade Mark displayed on this website without the prior written consent of the relevant Trade Mark owner. Your misuse or infringement of any of the Trade Marks displayed on the Site is strictly prohibited.

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Viruses

Whilst we try to keep our anti-virus software up-to-date we do not warrant that this website, its servers, downloadable files or e-mails which may be sent by us, are free from viruses or other harmful components.

You must not:

- introduce or attempt to introduce any virus or other contaminant to the website or any of its software, databases, systems or related networks (including without limitation trojans, worms, logic bombs or other material which is malicious or technologically harmful); or
- in any way attempt to access (except as expressly permitted by these Terms of Use) , alter, de-compile, reverse engineer, destroy or otherwise tamper with any part of this website, its software, systems or related networks.

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Viruses continued...

You acknowledge and agree that emails and Internet transmissions can never be guaranteed to be completely secure and that there is a risk that any message or information that you send to us by email or using the Internet may be intercepted and viewed by third parties. We shall not be liable for any emails or Internet transmissions that you send to us and any such emails or transmissions that you send to us shall be sent at your own risk.

Feedback and Complaints

Any queries you may have in respect of the website or online account should be submitted by emailing contact@familyfundservices.co.uk, telephoning 01904 550011 or writing to:

Family Fund Business Services,
3 Alpha Court,
Monks Cross Drive,
Monks Cross,
Huntington,
York,
YO32 9WN.

Our support services will not be available outside the hours of 9:00am-5:00pm Monday to Friday (excluding public holidays).

Any feedback you may have relating to the website or online account should be submitted to contact@familyfundservices.co.uk

Privacy Policy and Cookies

Any personal information we collect from you shall only be used in accordance with our Privacy Policy a copy of which can be [viewed by clicking here](#), which form part of the Terms of Use.

Connection and Charges

You are responsible for obtaining an appropriate connection with a telecommunications provider in order to access this website and the costs of all charges you incur in accessing and using this website.

General

We may amend the Terms of Use from time to time. If we make any substantial changes we will notify you by posting a notice on this website's home page. You are bound by any changes we make to these Terms of Use with effect from the date of the change. You can view the current version of the Terms of Use at any time by clicking on the Terms of Use link on the home page of this website.

If any of the Terms of Use are unenforceable it shall not affect the enforceability of the rest of them.

The Terms of Use shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction to hear disputes between us.

Any questions? We're on the web: www.familyfundservices.co.uk
Contact us by email: emergencyessentials@familyfundservices.co.uk



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