

Website Terms and Conditions

Any access to and use of this website (the Website) is governed by the terms and conditions of use set out below. Use of the Website implies your agreement and acceptance of these terms and conditions. If you do not accept these terms and conditions, please do not proceed and leave the Website immediately.

The Website is owned and operated by Toucan.biz Limited t/a Church:/Advance (Company Reg No. 03900680) (Toucan.biz, the Company, We, Our) whose registered office is situated 5 Boundary Road, Hove BN3 4EH.

1. GENERAL

- 1.1 The Website is for use by prospective customers and existing customers (the Customer, Customers) who wish to use one of more of the services of the Company as provided on the Website from time to time and as described in paragraph 2.2 below (the Services). If the use of the Website is as a result of an agreement between a third party and the Company, then to the extent that these terms and conditions conflict with the terms and conditions of such an agreement, the terms and conditions of the Website shall prevail. If the Customer does not agree with the applicable terms and conditions then the Customer is not authorised to use the Website or engage the Services.
- 1.2 The Company reserves the right to change these terms and conditions at any time without notice by updating this page of the Website. Use of the Website after the terms and conditions have been updated constitutes acceptance of the Terms and Conditions as updated.
- 1.3 The Website and all intellectual property rights contained therein, including, but not limited to, any copyright, trade marks and registered designs (including the right to register any such rights) are the property of Toucan.biz save in respect of the intellectual property rights belonging to any licensor, advertisers, partners, investors or sponsors on the Website.
- 1.4 Whilst this Website may be accessible from various parts of the world, the Services provided through this Website are governed by UK law and as such it is the Customer's duty to ensure that access to and use of this Website from outside the UK, does not infringe any local laws.

2. USE OF WEBSITE BY CUSTOMERS

- 2.1 The Website constitutes an invitation to treat. By using the Website, the Customer accepts the terms of service, as well as the terms of the Company's [Privacy Policy](#).

Services

- 2.2 The Company offers a range of services to Customers, including:
 - 2.2.1 Website Content Management System (Content Management System);
 - 2.2.2 XTN Internet Names (Subdomain names) (XTN Internet Names);
 - 2.2.3 Church:/Advance Store (E-commerce) (Church:/Advance Store);
 - 2.2.4 Church:/Advance E-mail (E-mail marketing) (Church:/Advance E-mail);
 - 2.2.5 Content Transferral (Content Transferral); and
 - 2.2.6 Web Hosting Services (Web Hosting Services).

The Company intends to provide a range of other services along with those listed above, details and costs of which can be found on the Website from time to time.

Registration

- 2.3 In order to use any of the Services, the Customer must register on the Website, and this will provide the Customer with access to a trial/demo version of the one of more of the Services (from time to time). During the registration process, the Customer is required to supply name, address, telephone number and an e-mail address and accept these Terms and Conditions. At Registration, the Customer will also be given the opportunity to sign up to the Company's mailing list (subject to Our [Privacy Policy](#)).

- 2.4 The Customer contracts with the Company for the performance of the Services at the point when the Customer (i) registers on the Website for use of the Services, (ii) contacts the Company to place an order for the Services, (iii) signs and returns an individually tailored order form (the Order Form), and (iv) pays the applicable fee(s) for the Services. Payment of the applicable fee is accepted by cheque, standing order or by credit card using the Protix payment gateway provided through the website from time to time. All major cards are accepted by Protix, including:



- The Company's card payment service is provided by Protix a division of Sage (UK) Limited (a service provider) using SSL protocols with the latest technology encryption and the Company does not at any material time have access to Customer card payment details.
- 2.5 Minimum term commitments to the Services will be as provided from time to time on the Website and as detailed in the Order Form. Where there is a minimum term commitment for an ongoing service, the Company will e-mail an invoice for the following commitment term to the Customer. Invoices will be sent and payable in the timescales listed on the Website from time to time and as detailed in the Order Form. Where the Customer fails to renew the minimum term commitment for an ongoing service, the Company shall not be liable for any interruption in the provision of the Services by the Company.
- 2.6 The Services are non-transferable and for use only by the individual or organisation registering to use them.
- 2.7 Where applicable to the service being provided, the Company reserves the right to refuse any information it deems inappropriate or unacceptable from being uploaded to its server. The decision of the Company in this regard will be final and binding.

Website Content Management System

- 2.8 The Content Management System offered as part of the Services of the Company from time to time requires that the Customer uses Mozilla Firefox 2.5 or later to manage the Customer's website. This is available to download free from <http://www.mozilla.com/en-US>.
- 2.9 Subject always to paragraph 8 below, the Company shall not be liable for any loss of information or material belonging to the Customer as a result of use of the Content Management System, where such loss is not due to the default of the Company.
- 2.10 In using the Content Management System, the Customer expressly confirms and agrees to paragraph 3.6 below.

XTN Internet Names

- 2.11 Once purchased, XTN Internet Names are non-refundable and cannot be exchanged for alternative names.
- 2.12 The Customer acknowledges that any disputes arising out of the use of domain name(s) registered on behalf of the Customer will be resolved for .uk domains in accordance with the Nominet UK Dispute Resolution Service which can be accessed <http://www.nic.uk/disputes> and for .com, .net and .org as well as .info, .biz and .name domains in accordance with the UDRP which can be accessed <http://www.icann.org/udrp/udrp.htm> which may impose restrictions on the termination or transfer of a domain name(s) with its current host during or pending the settlement of such a dispute.

Church:/Advance™ E-mail (E-mail Marketing Services)

- 2.13 The Customer shall not use or permit the use of the Church:/Advance E-mail service for network abuse including but not limited to spamming, junk-mail, chain letters, unsolicited or unauthorised advertising whether by using illegitimate marketing set-up lists, or by making inappropriate use of legitimate marketing set-up lists.
- 2.14 The delivery of emails to a recipient cannot be guaranteed and is dependant upon accurate and up to date email addresses, upon suitable internet availability and connectivity, on various anti spam and junk mail policies adopted by the recipients' email service providers as well as restrictions regarding the content, wording and graphics of an email. Whilst the Company will assist the Customer with the provision of tools and up to date guidance on how to maximise the delivery rate of emails, the Company makes no

representations or warranties whatsoever about the speed or proportion of emails sent that will be delivered.

- 2.15 The Company does not accept and shall have no responsibility or liability for the content of any e-mails sent using the Church:/AdvanceĒ E-mail service or for sending them to the recipients in accordance with these Terms & Conditions and the Client agrees to indemnify fully and keep indemnified the Company against any losses, claims, fines, damages and expenses (including reasonable legal and professional expenses) of whatsoever nature (whether direct, indirect or consequential) arising as a result of or in connection with any breach by the Client of this paragraph and/or any applicable legislation.

Web Hosting Services

- 2.16 The Company aims to maintain a 24-hour presence for sites and 24-hour access for users but cannot guarantee a continuous uninterrupted service.
- 2.17 From time to time servers or the whole or part of the network may be closed down for routine repair or maintenance work and the Company will give as much notice as in the circumstances is reasonable and will endeavour to carry out such work during the scheduled maintenance periods notified from time to time.
- 2.18 Neither the Company nor any other party has control over the Internet which is a global decentralised network of computer systems. Service interruption may occur due to causes beyond the Company's control such as system malfunction or failures of other parties. In these circumstances, the Company will use its reasonable endeavours to restore the Service as soon as reasonably practicable.
- 2.19 The Company reserves the right (but does not assume any obligation) to inspect the content and material on a Customer's web site to ensure compliance with these Terms & Conditions and/or any applicable laws, regulations or codes of practice. The Company also reserves the right to disclose the content of files, postings or web-site e-mails or remove offending material if required to do so by the police or other law enforcement authorities. The Company will observe the provisions of the Data Protection Act 1998 and subsequent amending legislation in making any such disclosure.
- 2.20 The Customer acknowledges that whilst the Company system is secure and of high quality the Company cannot guarantee the security of any of the Customer's information on the Internet or the Company's server.
- 2.21 The Customer authorises the Company to display a "Powered by Church:/Advance" graphic and/or text and/or link on the Customer's web site.
- 2.22 While the Company has no intention of ever forcibly halting the Services provided to the Customer, this may become necessary if payment is not received on time, these Terms & Conditions are breached or a machine becomes the cause or target of any network attack.
- 2.23 The Company explicitly offers no warranty for the Services, or guarantee that it is fit for a particular purpose.
- 2.24 While the Company offers no warranty, the Company will use its reasonable endeavours to keep the service operating correctly and reliably. The Company will provide Customers with notification of any scheduled maintenance in advance, and keep down time to an absolute minimum, except where it becomes necessary for the long-term benefit of the service and other users.
- 2.25 The Company cannot and does not offer any warranties in respect of a Customer's ranking on search engines. For the avoidance of doubt, the Web Hosting Services do not include any website optimisation, unless where expressly agreed between the Company and the Customer.
- 2.26 The Customer also acknowledges and accepts that no liability whatsoever shall be borne by the Company for any loss, damage, expenses or costs arising out of or in connection with any attack on the Web Hosting Service or otherwise by viruses or any other malicious code as a result of the Customer's use of the Web Hosting Services. For the avoidance of doubt, the Customer shall be responsible for ensuring an adequate level of virus protection to avoid such virus attacks.
- 2.27 The Customer may not use, or permit use of the Services for any purposes which contravene the laws of the United Kingdom or any other laws in any other jurisdiction which may apply to a Customer's Website.
- 2.28 The Customer grants to the Company, for the duration of this Agreement, a non-exclusive, non-transferrable world-wide licence to host the Website on its server in accordance with the provisions of this Agreement and to use the name logo and likeness solely on the Website and for no other purpose.

Free Website Designs

- 2.29 The Company has purchased a number of bespoke designs for use by existing Customers. As part of the Services, the Customer shall be permitted to use any of these designs free of charge (excluding images) as long as he remains a Customer of the Company. Use of the free designs shall be in accordance with the instructions provided on the Website.

3. CUSTOMER OBLIGATIONS

- 3.1 Each Customer using the Services warrants that information provided is true and accurate to the best of the Customer's knowledge and that any information stored, transmitted or generated through the Website and the Services does not contain any obscene, defamatory, copyright protected information. Customers are advised never to use the Services to store or transmit sensitive information such as banking details, PIN numbers or sensitive medical information.
- 3.2 By using the Website to receive the Services the Customer grants consent, in accordance with the Data Protection Act 1998, to allow the employees of the Company or organisations required by the Company in order for the Services to be provided, to access the Customer's personal records where required.
- 3.3 The Customer agrees and accepts that the final decision as to whether archived information shall enter the public domain upon the Customer's death shall lie solely with the Company (and any successors or assigns).
- 3.4 For the avoidance of doubt, no legal relationship shall exist between the Customer and the Company until the Customer meets all of the conditions set out in paragraph 2.4 above.
- 3.5 The Customer agrees warrants and undertakes to accept and adhere to the Basis of Faith of the Evangelical Alliance as published from time to time at <http://www.eauk.org/about/basis-of-faith.cfm> or in such other place as the Evangelical Alliance shall decide to publish the Basis of Faith.
- 3.6 The Customer confirms and agrees that he has the authority and authorises Toucan.biz Ltd to use/modify all supplied photographic images/electronic files/emails/email attachments/texts for the development or construction of website(s) or web pages or use within the Services, and shall indemnify Toucan.biz Ltd against loss, injury or damage (including legal costs or expenses properly incurred) in the event of any breach of copyright, patent, patent pending or other action.
- 3.7 The Customer agrees to indemnify and keep fully indemnified the Company against any and all loss or damage of any kind suffered as a result of the Customer's use of the Services and the Website (or the use of the Services and the Website by any third party accessing any protected area of the Website using the Customer's information) or any breach or non-observance of these terms and conditions and/or the terms more particularly specified in the Order Form.

4. COMPANY OBLIGATIONS

- 4.1 The Company is responsible for providing the Services to the Customer with care and professionalism and in accordance with paragraph 2 above.
- 4.2 Any changes to these terms and conditions shall be communicated to the Customer in accordance with paragraph 1.2 above.
- 4.3 The Company shall endeavour to establish and maintain reasonable safeguards against the destruction, loss or unauthorised alteration of the Website and shall institute security procedures to restrict unauthorised access to the Website, data and data files, including any back up material.

5. WEBSITE CONTENTS, FUNCTIONALITY AND EXCLUSION OF LIABILITY

- 5.1 The Company shall not be under any duty to place information on the Website, nor to update or correct any such information. The Company may in its absolute discretion edit, amend or remove any information placed on the Website at any time and without notice.
- 5.2 Notwithstanding paragraph 2.8 above, the Company does not warrant or offer any assurances that the Website is compatible with a Customer's computer equipment or the network through which a Customer accesses the Website.
- 5.3 Whilst the Company shall endeavour to ensure that the Website is functioning at all material times, the Company does not warrant that the Website will be fully functional at all times. The Company reserves the right to suspend, restrict, or terminate the Website service without offering a reason.

- 5.4 Whilst the Company intends to display accurate information on the Website, the Company neither makes nor gives any representations or warranties, express or implied, about the Website or any material, information or hypertext links on the Website, including, but not limited to accuracy, completeness, legality, suitability for purpose, functionality, reliability, availability, speed of access or timeliness.
- 5.5 This Website provides links to other third party sites on the Internet. These sites may contain information or material that some people may find inappropriate, offensive or irrelevant. These third party sites are not under the control of the Company, and by continuing to use this Website you acknowledge that the Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of the site by the Company or any association with its operators.
- 5.6 If sections of the Website contain information submitted to the Company by third parties, the Company shall not be held liable for any error, omission or inaccuracy in such material or submissions and reserves the right at its absolute discretion to omit, suspend or change any material or information submitted without giving notice.

6. CANCELLATION & TERMINATION

- 6.1 Where a Customer ceases to use the Website the Customer will not be required to notify the Company.
- 6.2 Once a Customer has ceased to use the Website, the information provided by the Customer to the Company will be kept in accordance with the Company's [Privacy Policy](#).
- 6.3 The Customer is entitled to exercise the Customer's statutory rights which allow the Customer to cancel within 7 days of registration (also known as the "cooling off period") if the Customer is unhappy, and request a refund. Refunds under this clause shall only be administered when the Customer has not accessed the Services within the days immediately following the date of payment. Once the Customer has notified the Company of cancellation, the Company will credit the Customer's account for the entire cost of the Services paid for by the Customer. For the avoidance of doubt, XTN Internet Names once purchased are non-refundable.
- 6.4 The Company shall be entitled to terminate the Customer's registration without notice in the event that the Customer is in breach of these terms and conditions. In the event of termination under this paragraph, the Customer shall not be entitled to any refund.
- 6.5 The Company shall be entitled to terminate the Customer's registration without notice in the event that the Customer's conduct or practices in using the Services are deemed to be inconsistent with the Evangelical Alliance's Basis of Faith (as detailed in paragraph 3.5 above) by the Company. Where this paragraph applies, a refund for any outstanding balance shall be made on a pro-rata basis.

7. DATA PROTECTION

- 7.1 Subject to paragraph 3.2 above, the use of Customers information is governed by the Company's [Privacy Policy](#).
- 7.2 Two forms of cookie may be used on the Website as described in the [Privacy Policy](#).

8. LIMITATION OF LIABILITY

- 8.1 Nothing in these terms and conditions shall exclude or in any way limit the Company's liability for fraud, (or for death or personal injury caused by its negligence), or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to this:
- 8.1.1 the Company's maximum aggregate liability under or in connection with these terms and conditions, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the fee paid by the Customer under these terms and conditions as recorded in the Order Form; and
- 8.1.2 the Company will not be liable to the Customer under this Agreement for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

9. ENTIRE AGREEMENT AND SEVERABILITY

- 9.1 These Terms and Conditions constitute the entire understanding between the parties with respect to the subject matter of this Website and supersede all prior terms and agreements between the parties relating to it.
- 9.2 If any clause(s) of these Terms and Conditions is held invalid or unenforceable, the clause shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining clauses shall remain in full force and effect.

10. NOTICES

- 10.1 Any notice to be served under these Terms and Conditions shall be in writing and served upon the other party at its address (in the case of the Company as set out above, and in the case of the Customer as provided on the Order Form) either by hand or by first class pre-paid post and shall be deemed served 48 hours after posting if sent by post, or on delivery if delivered by hand.

11. LAW AND JURISDICTION

- 11.1 These Terms and Conditions shall be governed by the law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English courts.

12. ACCEPTANCE

- 12.1 Customers acknowledge that they have read and accept these terms for use of the Website by ticking the acceptance box below before proceeding to register on the Website and to access the Free Website Designs.