

Terms & Conditions

These are the terms and conditions of use for the for Naomi House website. If you have any questions or comments, feel free to email us hello@naomihouse.org.uk.

Terms and conditions:

This website is owned and managed by Wessex Children's Hospice Trust. Our registered office is at Naomi House, Stockbridge Road, Sutton Scotney, Winchester, Hampshire, SO21 3JE. For the purpose of these terms and conditions, 'us', 'we' and 'our' refer to Wessex Children's Hospice Trust. References to Wessex Children's Hospice Trust include Naomi House Children's Hospice Limited, our trading subsidiary.

These terms and conditions apply to this website only.

Your use of the website constitutes your acceptance of these terms and conditions.

We may change these terms and conditions from time to time, and post any revised terms on the website. Your continued use of the website implies your consent to any such changes.

If you have any questions please contact us.

Use:

This website is intended to provide information about the activities of Wessex Children's Hospice Trust, and to allow patrons to make donations/contributions to the Trust.

We make every effort to ensure that the information on our website is up to date and correct but we cannot guarantee that it is 100 per cent free of inaccuracies, errors or omissions. In particular, where information is provided to or compiled by us, we endeavour to ensure that it is the most complete and accurate information available but we cannot take responsibility for any inaccuracies, omissions or errors attributable to the author of such materials.

Wessex Children's Hospice Trust is not responsible for ensuring the availability of the website or the timeliness or otherwise of any content or information being made available to you.

We reserve the right to replace or amend any part of the website at any time without notice.

Changes to these terms and conditions:

To stay up to date, please check this page each time you use this website. Wessex Children's Hospice Trust reserves the right to modify these terms and any linked policies at any time without notice. Your continued use of the site after any such replacement or modification, constitutes acceptance of the relevant changed or new terms of use.

Limitation of Liability:

Please be aware that any decision made by users of our site on the basis of the information on them, is the sole responsibility of the user. Whilst we take reasonable efforts to ensure that our website does not contain any viruses, trojans, or other malicious software, you should take your own precautions to ensure the integrity of your system and data. We do not give any warranty as to the availability of the website, and we reserve our right to take it down for any reason whatsoever in our absolute discretion.

We do not accept liability (as far as permitted by law) for any loss or damage (whether direct, indirect, or consequential) arising from any use of the website or reliance on the information of links included in the website.

Nothing in these terms and conditions shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence, or the negligence of our employees.

Indemnity:

You agree to indemnify and hold us harmless from any liability, loss, claim and expense (including reasonable legal fees) related to any breach by you of these terms and conditions or arising from your use of our website.

Governing law:

Use of the website is subject to English law. All claims or disputes arising out of or in connection with the use of the site shall be subject to the jurisdiction of the courts of England. However, we reserve the right to bring proceedings in the courts of the country of your residence.

Trademarks and copyright:

Copyright, trademarks and all other intellectual property rights on our website are owned or licensed to Wessex Children's Hospice Trust, unless otherwise stated.

You are responsible for ensuring that you comply with any applicable copyright laws and regulations.

We would be delighted to see our materials used more widely, and you are free to copy, distribute and transmit the material on the website under the following conditions:

Attribution. You must attribute the work in the manner specified by the author or licensor (but not in any way that suggests that they endorse you or your use of the work).

Non-commercial. You may not use this work for commercial or business purposes without prior written consent from Wessex Children's Hospice Trust.

No Derivative Works. You may not alter, transform, or build upon this work.

Our permission to reproduce copyright material does not extend to any material on these websites that is copyright material of any other person.

If you do wish to use any material from our website for any commercial or business purpose, you must write for permission to the Company Secretary at Naomi House, Stockbridge Road, Sutton Scotney, Winchester, Hampshire, SO21 3JE. Give us the full details of what you want to use and how you plan to use it, and we will get back to you as soon as possible.

Links to other websites:

Our website includes links to other websites that we hope you find useful and informative. However we do not endorse or accept liability for the content or privacy policy of anyone else's websites. Any use of a third party website is entirely at your own risk. We suggest that you check the privacy policy and the terms of use of sites linked to any of our websites that you visit.

Links from other websites:

We welcome links to our website. If you want to display the content of our website surrounded or framed by material not originating from Wessex Children's Hospice Trust you must obtain prior written permission from Wessex Children's Hospice Trust. Please contact hello@naomihouse.org.uk for such permission.

Any link to our website must comply with the following conditions:

- The link must consist of the following text only: Wessex Children’s Hospice Trust or Naomi House and the URL in respect of which Wessex Children’s Hospice Trust's consent has been given:
- The link must not create the false impression that your organisation or any of its products or services, is recommended by or associated in any way with Wessex Children's Hospice Trust.
- The existence of the link, its position, appearance or any other aspect of it must not damage or be likely to damage the name or reputation of Wessex Children’s Hospice Trust:
- Selection of the link by a user must display our website as a full screen and not within a frame on the website on which the link appears:
- You shall take all reasonable precautions to ensure that the use and existence of the link does not cause the transmission to any Wessex Children's Hospice Trust website of viruses or other deleterious programming routines.

We reserve the right to require the removal of any link to our website at any time (whether or not previous consent to such link has been given).

Refund of donations:

Unfortunately the Trust is unable to refund any donations made online or by text.

If you have a query about any information contained in this website please email us at hello@naomihouse.org.uk. We will reply to your query within 2 working days.

Text to Donate:

We use JustTextGiving for our Text to Donate service. JustTextGiving (applies to the UK only).

JustTextGiving is one of JustGiving's associated services. It is a text giving service that processes donations and JustGiving reclaims Gift Aid on behalf of the charities featured on it. JustGiving does not currently charge charities or donors for this service, although JustGiving reserves the right to charge the transaction fee in the future. If JustGiving does decide to charge for the service, JustGiving will tell you in advance.

Text donations may be refunded in certain circumstances (such as where the donation was sent from your mobile phone by mistake or without your permission) at the absolute discretion of your mobile phone operator. If you wish to request a refund you should contact your mobile phone operator to discuss this with them.

There is no obligation for your mobile phone operator to provide a refund and they may choose to refund only part of the donation if they wish. Because JustGiving pays donations via text to charities regularly, we regret that we can only refund a text donation if the charity expressly requests it, and they can pay us back. Please get in touch with the charity first.

Your mobile operator will pass 100% of the text donation onto JustGiving. The minimum text donation is GBP £1 and all donations must be in whole pounds sterling. The maximum text donation allowed is GBP £10 for all mobile operators. Donations sent via text will usually incur your standard text message fee. Please refer to your tariff for details of your standard text message fee.

After you send a donation via text JustGiving will send you a text message in response, confirming your donation and providing you with the opportunity to add Gift Aid to your donation. JustGiving will include a link to a Gift Aid page where you can provide your details to enable JustGiving to collect Gift Aid on your behalf. Alternatively, JustGiving may send you a text message asking if you would like to add Gift Aid to your donation and to reply to this text message giving your name, address and postcode. If you reply to JustGiving text messages regarding Gift Aid your mobile operator will charge you one standard text message fee.

JustGiving fees - All payments referred to in these Terms of Service are exclusive of Value Added Tax, where applicable.

Social media:

Naomi House and Jackspace can be found on Facebook, Twitter, YouTube, Instagram and LinkedIn. We post about our events and daily updates from the hospice.

Please note: To protect the privacy of children, young people and families in our care, we may not be able to respond to certain tweets, posts and messages about those we support.

Charity Lottery:

The Naomi House Lottery is registered with the Gambling Commission and fully supports GambleAware TM in promoting responsible gambling. If you have any concerns about this lottery or would like to see a copy of our complaints procedure please call our lottery helpdesk on 01962 826859.

Event participation:

You must read and accept the waiver before you register for one of our events. If you have any questions regarding any of the points below, please call us to discuss them on 01962 760060 before you register.

Clarendon Way Walk:

Individual Declaration:

I confirm that I wish to enter the Clarendon Way Walk and understand that I do it at my own risk and that Naomi House & Jackspace will not accept liability for any injury or loss that may occur as a result of my participation. I understand that I will need to arrange a lift if I am unable to complete the walk. I agree that medical advice should be sought from a general practitioner if I am in any doubt as to the physical ability required to participate in this event. I confirm that I am aware that photographs taken during the walk may be used to publicise this event and the work of Naomi House generally. I understand that my entry fee is non-refundable and non-transferable.

Parent/Guardian Declaration:

(The signature of a parent/guardian is required for all participants under the age of 16). I am the parent or the legal guardian of the person registered and I hereby give consent to his/her participation in the walk and understand that he/she takes part in the walk at their own risk and that Naomi House will not be liable for any injury or loss that may occur as a result of his/her participation. I understand that I will need to arrange a lift if he/she is unable to complete the walk. I agree that medical advice should be sought from a general practitioner if I am in any doubt as to the physical ability required to participate in the event. I confirm that I am aware that photographs taken during the walk may be used to publicise this event and the work of Naomi House & Jackspace generally. I understand that the entry fee paid is non-refundable and non-transferable.

Santa Fun Run:

Individual Declaration:

I/we confirm that I/we wish to enter the Santa Fun Run and understand that I/we do it at my own risk and that Naomi House will not accept liability for any injury or loss that may occur as a result of my participation. The registration fee covers the event expenses and this fee is non-refundable. I/we understand that I/we will need to arrange a lift if I/we am unable to complete the Run. I/we agree that medical advice should be sought from a general practitioner if I/we am in any doubt as to the physical ability required to participate in this event. I/we confirm that I/we am aware that photographs taken during the run may be used to publicise this event and the work of Naomi House generally. I understand that my entry fee is non-refundable and non-transferable.

Parent/Guardian Declaration:

The permission of a parent/guardian is required for all participants under the age of 16. I, the parent or the legal guardian of the person registered, hereby give consent to their participation in the Santa Fun Run and understand that they take part in the run at their own risk and that Naomi House will not be liable for any injury or loss

that may occur as a result of her participation. The registration fee covers the event expenses and this fee is non-refundable. I understand that I will need to arrange a lift if they are unable to complete the Run. I agree that medical advice should be sought from a general practitioner if I am in any doubt as to the physical ability required to participate in the event. I confirm that I am aware that photographs taken during the run may be used to publicise this event and the work of Naomi House generally. I understand that the entry fee paid is non-refundable and non-transferable.