

Website Terms of Use

Updated: 19/10/2021 - Visit peakderbyshire.co.uk/legal/websiteterms for the latest copy.

1. USE OF WEBSITE

This is website ("site"), is a website owned and operated by Peak Radio Limited ("**Peak Radio**", "**we**", and "**us**"). Peak Radio is an English company registered under a private company. Its registered address is Peak Radio, 6 Arden Close, Loundsley Green, Chesterfield, S40 4NE.

These terms and of use ("**Terms of Use**") (together with the documents referred to in it) tells you the terms on which you may use our site, whether as a guest or as a registered user. Please read these Terms of Use carefully before you start to use the site. By using our site, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using our site.

Please also read our [privacy policy](#) ("**Privacy Policy**") which explains how we will use any information about you that we receive. The Privacy Policy forms part of these Terms of Use. Additional terms may apply to particular services offered by us ("**Additional Terms**"). These Additional Terms will be set out at the point of access to the relevant service. If there is any inconsistency between the Additional Terms for a particular service and the Terms of Use, the Additional Terms will prevail.

2. REGISTRATION

Certain parts of our site may require you to register and provide certain information about yourself and where you do this you agree to:

- a. provide true, accurate, current and complete information about yourself as prompted by the relevant registration form (such information being the "**Registration Data**") and
- b. maintain up-to-date Registration Data (by sending an appropriately worded email to office@peakderbyshire.co.uk) to keep it true, accurate, current and complete.

Our use of Registration Data and certain other information about you is subject to our [privacy policy](#).

When you register on our site, you will be given a unique username and/or password that gives you access to your website account. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur through your website account. You agree to:

- (a) immediately notify us if you become aware of any unauthorised use of your password or website account or any other breach of security by sending an appropriately worded email to office@peakderbyshire.co.uk
- (b) ensure that you exit from your website account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

3. COMMUNITY FEATURES

Our site may, from time to time, provide you with certain interactive community features, provided by our third party affiliate companies (such as Facebook, Disqus or Twitter, "Partners"), which enable you to upload and share comments about a particular news story or photograph. Before you will be able to use these community features and upload your comments, you may need to register with one of our Partners and each time you use those community features, you will need to be logged into your account with the Partner. We will do our best to make it clear on our site when community features are provided by our Partners and not by us.

When you click to register with one of our Partners, you leave our site and enter a third party site and you are registering with and submitting your personal data to another company. Partner sites have their own terms of use and privacy policies, which may differ from our own. You will need to comply with the terms of use and privacy policies available on the applicable Partner site that you have registered with, and we recommend you familiarise yourself with them before you submit your Personal Data and register with that Partner.

Please be aware that our own Privacy Policy does not apply to our Partners or to their treatment of your Personal Data. We do not control how the personal data you submit to them on registration is processed, stored or used.

Comments posted on our site form part of your User Content so must comply with the Rules of Acceptable Use set out in these Terms of Use.

4. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, the content of our site (including without limitation, software, graphics, text, images, designs, compilations, databases, targeting information, and the trademarks, logos, domain names, trade names, service marks, trade identities, any and all copyright material (including source and object code), and all other materials related to our site) (the "Content") is protected by applicable copyrights, trademark rights, database rights and other proprietary rights. Peak Radio (and/or our licensors) owns the Content. Nothing in these Terms of Use grants you a right or licence to use the Content except as expressly provided in these Terms of Use.

Subject to strict compliance with these Terms of Use, we grant you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable licence to use our site and to view, download for caching purposes only, and print pages from our site for your own personal use.

5. YOUR CONTENT

"User Content" means material (including without limitation text, images, clips, videos, comments, posts and any underlying material) uploaded, shared or submitted to our site by any user.

Whenever you upload User Content to our site, or to make contact with other users of our site, you must comply with the Rules of Acceptable Use, set out below. You warrant that any such contribution does comply with those rules and standards, and you indemnify us for any breach of that warranty.

You shall remain the owner of the copyright in any original User Content that you upload, share or submit using our site. The permission you grant to us below is not exclusive. You may continue to use your own User Content in any way, including allowing others to use or exploit it, provided that such use does not interfere with or impair the rights you have granted to us in these Terms of Use.

With respect to User Content that you upload, share or submit to our site, you grant us the royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display your User Content worldwide and/or to incorporate it in other works in any form or media (whether now known or invented in the future, which may include other internet sites, mobile, television and/or radio) and you acknowledge that your User Content may be made available with advertising and/or sponsorship.

You agree to waive any moral or similar rights in any jurisdiction that you may have in and to any of the User Content you upload, share or submit, even if the User Content is modified, altered or changed in a way which is not agreeable to you.

When you upload, share or submit User Content using our site you may be making your User Content available to the general public. This means that both non-registered and registered users may be able to view and access your User Content. Please do not upload your User Content if you do not want it to be available to the general public.

You warrant to us that:

- i. the User Content your upload, share or submit is your own original work and you own the entire right, title and interest in and to the User Content and/or you have all necessary licences, rights, consents and permissions to use, and to authorise us to use the User Content in the manner contemplated by these Terms of Use;
- ii. no further payments, monies, fees or royalties are or shall become due to any third parties relating to, arising out of, or in connection with our exploitation of your User Content in the manner contemplated by these Terms of Use;
- iii. any User Content you upload, share or submit using our site complies with the Rules of Acceptable Use set out below; and
- iv. Your User Content (in whole or in part) does not defame third parties or infringe upon the copyright or other intellectual property rights, or rights of privacy of any third parties.

6. RULES OF ACCEPTABLE USE

Comments, message boards, personal profiles and any discussion forums or pages of our site where you are capable of posting material (including User Content) are provided for your private and non-commercial use and for the exchange of lawful, relevant, fair and appropriate information, opinions and comment. Use of our site that is inconsistent with those stated purposes is strictly prohibited.

Your use of these forums and our site generally is subject to the following rules which, by your use of the forums and the website, you are deemed to accept (and which amount to a non-exhaustive list of prohibited acts):

You must not:

- i. use obscene or offensive language or post obscene or offensive User Content;
- ii. upload, share or submit any User Content which is defamatory, abusive, discriminatory or hateful or which applauds, encourages or entices abuse, discrimination or hate;
- iii. Use our site for any illegal or unlawful purpose. You must comply with these Terms of Use at all times and with all applicable laws and regulations;
- iv. upload, share or submit any User Content on our site which has been disclosed to you in confidence or which, by its nature, is confidential;
- v. upload, share or submit any User Content on the website (including contact details, last names, telephone numbers, street addresses or other identifying information of private individuals or public figures) which compromises the privacy or security of anyone other than yourself;
- vi. upload, share or submit any User Content which may encourage criminal conduct or which may give rise to civil liability, or which is otherwise unlawful;
- vii. upload, share or submit User Content belonging to any person (or any material where the rights belong to any person) other than yourself without the prior written consent of the owner of it;

- viii. upload, share or submit User Content where the use by Peak Radio, or any third party licensed or permitted by Peak Radio, will give rise to any third party claims;
- ix. directly or indirectly suggest any endorsement or approval by Peak Radio of a product, service, content or any belief or opinion expressed within a product or service;
- x. place any links on our site where those links take users to unlawful material or material that otherwise contravenes these Rules of Acceptable Use;
- xi. place on our site advertisements nor make commercial solicitations nor use our site for any commercial purposes (which would include using our site to promote or encourage the sale of your goods/services);
- xii. register or attempt to register as a member of our site unless you are at least 13 years old.
- xiii. use our site to solicit information from anyone under the age of 18;
- xiv. impersonate another person or create a false or misleading identity for the purpose of misleading others as to your identity, or to collect information about other users;
- xv. upload, share or submit User Content containing any spyware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information;
- xvi. alter, adapt, modify, copy or create a derivative work from the Content; or
- xvii. upload, share or submit any User Content that authorises, enables or encourages the dissemination of junk mail or chain letters.

Peak Radio accepts no responsibility for any statements, material (including User Content) or other submissions placed on our online forums by you or any third party, or for any loss or damage resulting from your breach of these Rules of Acceptable Use.

We reserve the right to edit or remove any material and User Content uploaded, shared or submitted using our site, for any reason whatsoever.

Notwithstanding our rights under these Terms of Use in relation to User Content, we do not undertake to monitor the submission or publication of User Content or users' use of our site.

7. COMPETITIONS

Competitions and other promotions are subject to additional terms. Please [click here](#) to view the general terms and conditions which apply to all of our competitions and which specifically form part of these Terms of Use ("Competition Terms"). These general terms and conditions may be varied or supplemented by terms specific to each particular competition or promotion. Any specific terms will be brought to your attention when appropriate and prior to you submitting your entry.

8. YOUR PERSONAL DATA

When registering as a member of our site or interacting with other services offered by us via our site it may be necessary for you to provide some personal information to us. We will keep your personal information secure and will use it only in accordance with our [Privacy Policy](#). All

personal information held by us will be held in accordance with the terms of applicable data protection laws.

Please note, as discussed at section 3, when you register with one of our Partners to use certain community features on our site, your Personal Data is submitted to the relevant Partner, not to us.

9. LINKING TO OUR WEBSITE

We welcome 'hot links' and deep-links to our site, by which we mean that you may include a link to any page of our site on other websites, provided that you do not use such link in any way which would imply partnership, affiliation, endorsement or sponsorship of any service or product or which may bring us or the other brands in our group into disrepute. You may not display the content or allow it to be displayed surrounded or framed or otherwise surrounded by material not originating from us without our consent. If you would like to license our material, please email office@peakderbyshire.co.uk

10. FEEDS TO OTHER WEBSITES/RSS

If you operate your own website, you can display the latest headlines from other websites on your own site using RSS.

We encourage the use of feeds as part of your website, provided that the proper format and attribution is used when any Peak Radio content appears. For example the attribution text should read "heat world gossip" or "heatworld.com/gossip" as appropriate. You may not use any Peak Radio brand or a Peak Radio logo or other Peak Radio trademark alongside the RSS feed.

We reserve the right to prevent the distribution of content using RSS. We do not accept any liability arising from your use of the feeds or from any inaccuracy or omission in the content or interruption in availability.

11. THIRD PARTY LINKS

Our site may contain hyperlinks to websites and resources owned and operated by third parties. These third party websites and resources have their own terms of use and privacy policies which you will need to comply with. We have no control over third party websites or resources, and we are not responsible for the availability of such websites and resources. We do not accept any responsibility or liability for any third party websites and resources and your access and use of such services and content is at your own risk.

Third party links do not imply that Peak Radio endorses, is affiliated or associated with any linked website, or is legally authorised to use any intellectual property accessible through such links.

12. COMPLAINTS

If you have a complaint about editorial content on this site or contained in any print magazine to which this website relates, you should refer to our [Public File](#) (which provides the contact details for complaints)

Any complaints not covered by our [Public File](#) (for example those related to User Content) can be reported by sending an email to either: legal@peakderbyshire.co.uk but should always outline the subject of your complaint and in the case of complaints relating to a webpage (if possible) include a link to where the webpage which is the subject of your complaint may be easily located.

Please note that we do not view, edit or pre-screen contributions to our site (including User Content). Consequently, comments, reviews and/or feedback ("Comments") relating to you, may be published on our site and could be critical or defamatory. We assume no responsibility or liability for any Comments or User Content uploaded or published by users.

We have the right (but not the obligation) at our sole discretion to refuse or remove any Comments, User Content or other material that is uploaded, shared, submitted or posted to the forums of our site without the need to state our reasons for doing so.

13. NOTICE AND TAKEDOWN

If you are a rights' owner (or acting on behalf of a rights' owner) and believe that any User Content infringes your copyright, you must provide us with a written notice by email to legal@peakderbyshire.co.uk which states:

- i. that you are the rights owner or are authorised to act on the rights' owner's behalf;
- ii. that you have identified User Content on our site which infringes your copyright (or infringes the copyright of a third party on whose behalf you are entitled to act, if applicable) and you believe in good faith that use of the User Content in the manner complained of is not authorised by you, the rights' owner's agent or by law;
- iii. A description of the copyright work that you claim has been infringed which should include, the type of work (such as a photograph or a video clip) and any relevant further details;
- iv. a description of the way in which the copyright material has been infringed;
- v. information reasonably sufficient to permit us to locate the User Content in question on our site (including a URL specifying the date our site was assessed and/or a screenshot);
- vi. information that will enable us to contact you, such as your name, a postal address, telephone number and, if available, an email address (these contact details may also be provided to the alleged infringer so that they may contact you directly, in order to attempt to resolve the complaint amicably);
- vii. Your electronic or physical signature (which may be a scanned copy); and
- viii. That the information in the notification is true and accurate.

This 'notice and take down' procedure is regulated by statute. There may be negative consequences if you falsely allege User Content is infringing copyright or send a copyright infringement notice to us in bad faith. We recommend that you take legal advice before sending a copyright infringement notice, if you are unsure about your rights in the User Content, or whether there has been an infringement of your rights.

We have a policy of terminating the user accounts of repeat copyright infringers. A repeat infringer is a user who has submitted two or more items of User Content for which Peak Radio receives a copyright infringement notice in accordance with this section. If your account is terminated in accordance with this provision then, you shall not register or attempt to register a new user account. You agree to keep us fully and effectively indemnified and hold us harmless for all liability that may be incurred as a result of a breach of this clause.

14. TERMINATION AND SUSPENSION

We reserve the right to modify, suspend or discontinue any service offered by us or any part of it (including the availability of any features of or pages on our site) at any time and without notice or liability to you. We are also entitled to suspend or terminate your membership or access to any part of our site at any time if you breach these Terms of Use.

Notwithstanding the above, we will try to warn users that their access to our site and/or their membership may be suspended or terminated.

User Content that you have uploaded, shared or submitted using our site may still appear on our site even after your registration has terminated. We shall continue to have the right to use your User Content in accordance with the licence granted to us under these Terms of Use.

15. DISCLAIMER

You use our site and the services offered by us at your own risk. Our site, the Content, the User Content and other services offered by us are provided "as is" and on an "as available" basis. The content and information displayed on our site is provided without any warranties as to its completeness or accuracy.

We do not guarantee that our site, the Content, the User Content or any services offered by us will always be available or be uninterrupted, timely, secure or free from bugs, viruses, errors and omissions.

To the fullest extent permitted by law, Peak Radio (including its officers, employees and agents) expressly excludes conditions, representations, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and any liability incurred by any user of our site, including, without limitation, any liability for:

- i. loss of revenue, income, profits, contracts, business, goodwill, anticipated savings, reputation, data or information;
- ii. wasted management or office time; and
- iii. any other loss or damage of any kind, however arising and whether caused by tort (including, but not limited to, negligence), breach of contract or otherwise, even if foreseeable whether arising directly or indirectly.

Nothing in these Terms of Use excludes or limits our liability for:

- a. death or personal injury caused by our negligence;
- b. the tort of deceit; or
- c. any other liability which cannot be excluded or limited under applicable law.

16. INDEMNITY

You agree to indemnify us and keep us fully and effectively indemnified from and against all claims, damages, expenses, costs and liabilities (including legal fees) relating to or arising from your use of our site, the Content, the User Content or any services offered by us, or arising from any breach or suspected breach of these Terms of Use by you or your violation of any law or third party rights.

17. VARIATION

We reserve the right to vary these Terms of Use from time to time. Such variations become effective immediately upon the posting of the varied Terms of Use on our site. By continuing to use our site you will be deemed to accept such variations.

Please check our site regularly to ensure you are familiar with the current version of the Terms of Use and Privacy Policy. If you do not accept any of the modifications, revisions or amendments to these Terms of Use, you should stop using our site and the services offered by us immediately.

18. SEVERABILITY

If any term of these Terms of Use is held to be invalid or unenforceable, the remainder of these Terms of Use shall remain valid and enforceable.

19. EXCLUSION OF THIRD PARTY RIGHTS

These Terms of Use are not intended to benefit or be enforceable by any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms of Use.

20. ENTIRE AGREEMENT

These Terms of Use, together with our Privacy Policy, Competition Terms and any Additional Terms, constitute the entire agreement between you and us in relation to your use of our site and supersede all previous agreements in respect of such use.

21. LAW AND JURISDICTION

These Terms of Use will be governed by English law, and any disputes will be subject to the exclusive jurisdiction of the English courts.