

# WEBSITE TERMS AND CONDITIONS

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In these terms and conditions, "we" "us" and "our" refers to the Institute for Collaborative Working and the service we provide at www.instituteforcollaborativeworking.com, the Service. Your contribution, access to and use of all information ("Content") on this website is provided subject to these terms and conditions.

We reserve the right to amend this Notice at any time and your use of this website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

#### **Members**

- 1. In order to access the protected content provided on this website, you must join. Certain categories of membership require information about relevant experience to be submitted prior to membership being granted. You must complete registration by providing certain information as set out on our membership/registration pages. Please also refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide on registration.
- 2. You agree to ensure that your registration details, including your name and email address, are true and accurate at all times and you undertake to update your registration details from time to time when they change. If we become aware that either your name and/or email address is incorrect, we reserve the right to suspend or cancel your registration and acceptance for registration in the future will be at our discretion.
- 3. On registration, we provide you with a password. On registration, you agree to pay for the Service as set out on our website.
- 4. We reserve the right to terminate your membership at any time if you breach these terms and conditions.

#### **Shared Content**

5. You are responsible for all and any Content you contribute to the Service. When you provide Content you retain ownership of the intellectual property in that information however you grant us a worldwide, non-exclusive, royalty-free licence (with the right to sublicense) to use (including copy, reproduce, adapt, modify, publish, broadcast, transmit, display and distribute) the Content in any and all media including forms not yet developed. This licence ends when you cease your membership except for Content

- which has already been released as part of the Service.
- 6. We reserve the right but will not have an obligation to remove or refuse to distribute any Content. We also reserve the right to adapt or modify your Content for any reason including for distribution purposes.
- 7. By posting Content on this website, you provide us with an undertaking that such Content does not infringe the rights of someone else and that it does not violate the law in any other way such as by being defamatory, being of racist content or is threatening.
- 8. As a member, you agree to indemnify and hold us harmless from any liability, claim, action, demand, loss, costs including legal costs on a full indemnity basis and expenses arising out of or in connection with any Content you provide.
- 9. To the extent permitted by law, you release and discharge us from any liability or claim arising out of any loss or damage that may be suffered or incurred as a result of your use of our Service.

#### **Site Access**

10. Access to our Service does not include the right to use any data mining robots or other extraction tools. Access also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

## **Hyperlinks**

- 11. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
- 12. You may link our website without our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our website's contents including any intellectual property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

### **Intellectual Property Rights**

- 13. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
- 14. All trade marks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial

- way without our prior written permission.
- 15. Any comment, feedback, idea or suggestion (called "Comments") which you provide to us through this website becomes our property. If in future we use your Comments in promoting our website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.
- 16. If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

#### **Disclaimers**

- 17. Whilst we take all due care in providing our services, we do not provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose.
- 18. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
- 19. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

## **Limitation of Liability**

- 20. To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the Service again or payment of the costs of having those services supplied again.
- 21. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from services we have supplied.

# **Indemnity**

22. By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

## Jurisdiction

23. These terms and conditions are to be governed by and construed in accordance with the laws of England and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in England and you agree to submit to the jurisdiction of those Courts.

24. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

## **Privacy**

- 25. We undertake to take all due care with any information which you may provide to us when accessing our website. However we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
- 26. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.