



WEBSITE TERMS AND CONDITIONS

Version 1.1 – reviewed November 2017

1. TERMS OF WEBSITE USE

These terms of use (together with the documents referred to in it) (“Terms and Conditions”) set out the terms on which you may make use of the website www.apeb.org.uk (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these Terms and Conditions carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy for future reference.

By using our site, you confirm that you accept these Terms and Conditions and that you agree to comply with them.

If you do not agree to these Terms and Conditions, you must not use our site.

2. OTHER APPLICABLE TERMS

These Terms and Conditions refer to the following additional terms, which also apply to your use of our site:

- our Privacy Policy which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate; and
- our Cookie Policy which sets out information about the cookies on our site.

3. ACCESSING OUR SITE

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and Conditions and other applicable terms and conditions, and that they comply with them.

You may be required to register with us in order to access certain parts of our site ("Sub-Portal").

Where you are required to register:

- you must provide us with accurate, complete and updated registration information;

- you must safeguard any username and password which we provide to you; and
- you authorise us to assume that any person using our site with your user name and password is either you or authorised to act for you.

You acknowledge that your use of some Sub-Portals may be governed by additional terms and conditions. Where this is the case, you will be notified accordingly, and those additional terms and conditions:

- will apply to your use of such Sub-Portal in addition to these terms and conditions; and
- will prevail over these terms and conditions to the extent of any inconsistency.

4. PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms;
- not to access without authority, interfere with, damage or disrupt;
- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

5. SUSPENSION AND TERMINATION

We will determine, at our discretion, whether there has been a breach of these Terms and Conditions through your use of our site. Where we determine that a breach has occurred, we may take such lawful action as we deem appropriate.

Failure to comply with these terms may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- issue of a warning to you;

- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms and Conditions. The responses described in these Terms and Conditions are not limited, and we may take any other action we reasonably deem appropriate.

6. CHANGES TO THESE TERMS

We may revise these Terms and Conditions at any time by amending this page without prior notice to you at any time.

Please check this page from time to time to take notice of any changes we have made, as they are deemed to be binding on you with immediate effect.

7. CHANGES TO OUR SITE

We may vary our site or any part of our site (including any Sub-Portal) from time to time, and may modify or discontinue our site or any part of our site (including any Sub-Portal) and the services available on our site without prior notice to you at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

8. YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at apebuk@gmail.com or by post to APEB, St. Davids Vicarage, St. Marys Terrace, London, W2 1SJ.

9. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that content on our site is subject to copyright and other intellectual property rights (“Intellectual Property Rights”) of either us, or our licensors. Unless you are expressly authorised by law or by us, you must not (and ensure that any other persons authorised by you do not):

- sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the content in any way for any public or commercial purpose without our prior written consent;
- use any Content on any other website or in a networked computer environment for any purpose;
- reverse engineer any content consisting of downloadable software; or
- otherwise infringe the Intellectual Property Rights of any person in using the site or any content.

10. NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

11. LIMITATION OF OUR LIABILITY

Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

12.VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

13.LINKING TO OUR SITE

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site on any website that is not owned by you. If APEB objects to a link it must be removed immediately.

Our site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact at apebuk@gmail.com or by post to APEB, St. Davids Vicarage, St. Marys Terrace, London, W2 1SJ

14.APPLICABLE LAW

These Terms and Conditions, its subject matter and its formation, are governed by English law.

15.CONTACT US

Please do not hesitate to contact us regarding any matter relating our website or these terms of use at apebuk@gmail.com or by post to APEB, St. Davids Vicarage, St. Marys Terrace, London, W2 1SJ

Thank you for visiting our site.