



Rules for Submission of Reviews & Content

You must read, understand and accept the following rules before submitting ratings and reviews of your experiences on the Ideas for Ears website (the “**Website**”). The Website is run by the not-for-profit social enterprise *Ideas for Ears*. If you are uncertain as to your rights under these rules or you want any explanation about them, please contact us at info@ideasforears.org.uk

1 Introduction

1.1 These rules (the “**Rules**”) explain how you may submit ratings and reviews on the Website of your experiences of using public facilities and services. You should read these Rules carefully before submitting ratings and reviews on the Website. By accessing, using or submitting any ratings and reviews to the Website (or otherwise indicating your consent), you agree to be bound by these Rules and the documents referred to in them. If you do not agree with or accept any of these Rules, you should not submit any ratings or reviews on the Website. If you have any questions about the Website, please contact info@ideasforears.org.uk

1.2 The Rules are in addition to our Website Terms and Conditions <http://www.ideasforears.org.uk/files/TermsConditions.pdf> and our Privacy and Cookie Policy <http://www.ideasforears.org.uk/files/Cookies.pdf>

2 Definitions

2.1 The following words have the following meanings:

"Content" means any text, images, video, audio or other multimedia content, software or other information or material submitted to, or accessible from, the Website including, but not limited to, any Contributions made by users of the Website;

"Contribution" means any ratings and reviews contribution(s) made by users of the Website;

"Malware" means any malware (including, but not limited to, any viruses, worms, Trojan horses, spyware, adware, time bombs, logic bombs or keystroke logging software) or other similar harmful or malicious software code;

"We, Us or Our" means Ideas for Ears; and

"You or Your" means the person accessing or using the Website or its Content.

3 Additional Terms

We may add to or replace these Rules with additional terms and conditions (“**Additional Terms**”) which relate to specific Content or the Website. Additional Terms will be made available on relevant pages of the Website. You should therefore check the Website from time to time to check to see whether any Additional Terms apply to you. Additional Terms shall prevail to the extent there is any conflict or inconsistency with any other of these Rules.



4 Intended users of the Website

The Website is intended for residents of the United Kingdom over the age of 16 years. If you are under the age of 16 you may not use the Website.

5 Accessibility

Our goal is to make the Website as accessible as possible. If you have any problems accessing the Website or the content contained on it, please contact us at info@ideasforears.org.uk AND/OR using the website accessibility tools available on the Website.

6 How to submit contributions

6.1 If you wish to post a Contribution to the Website you need to register by completing the registration form a <http://www.ideasforears.org.uk/rate-and-review/loginOrRegister>. If we accept your registration, you may post a Contribution by providing us with your email address. We will ask for your email address at the point when you register.

When you post a Contribution, we will alert you when it is published by notifying you by email of the following:

Hello Yourname,

This email is to confirm that your review of Name of venue has now been moderated alternatively added and published. Thanks for your help! Yours sincerely, The Ideas For Ears Team

There is no limit to the length of any Contribution. You do not need to identify yourself by name.

6.2 You agree that:

6.2.1 any Contribution that you submit to us:

6.2.1.1 is your own original work;

6.2.1.2 has been lawfully provided to us (in particular, it is not in breach of any intellectual property rights of any third parties) and that you have all necessary consents to provide this to us; and

6.2.2 we shall be entitled to disclose your Username with any such Content that we may choose to publish.

6.3 You agree that you waive all moral rights you may have in any such Content (including, but not limited to, the right to be identified as the author of the Contribution) but that any personal data you supply with your Contribution may, if we choose to do so, be used by us as described in our Privacy and Cookie Policy.



7 Standards

- 7.1 The Website is for your personal and non-commercial use only and you must not post contributions that contain material which:
- 7.1.1 is disrespectful of others;
 - 7.1.2 is harmful, threatening or offensive;
 - 7.1.3 is discriminatory;
 - 7.1.4 is defamatory or otherwise derogatory;
 - 7.1.5 is false and inaccurate;
 - 7.1.6 constitutes a contempt of court;
 - 7.1.7 has a fraudulent or deceptive purpose;
 - 7.1.8 contains a hyperlink to a third party website (without our prior authorisation);
 - 7.1.9 disrupts the operation of our business or the Website;
 - 7.1.10 brings the Website into disrepute;
 - 7.1.11 promotes violence, any pornographic material or any activity that is illegal;
 - 7.1.12 invades a third party's privacy;
 - 7.1.13 infringes another party's rights;
 - 7.1.14 includes advertising or marketing material (whether for commercial or non-commercial gain), including spam, junk mail, chain letters, material regarding any pyramid promotional schemes, or any similar material;
 - 7.1.15 consists of patentable ideas or patent applications;
 - 7.1.16 you regard as confidential, commercially sensitive or valuable;
 - 7.1.17 could expose us to liability to a third party;
 - 7.1.18 could result in you being in breach of any duty that you have towards a third party or generally (this might include, but is not limited to, material that you are not allowed to make available, such as under any contract of employment or confidentiality agreement);
 - 7.1.19 consists of Malware; and
 - 7.1.20 includes statements or suggestions that we endorse any other business, product or service, unless we have separately agreed to do so in writing;



- 7.2 We may stop or suspend your access to the Website if you do not comply with any part of these Rules or any applicable law.
- 7.3 We will decide, acting reasonably and in our sole discretion, whether any Contribution breaches any of these Rules. Our decision is final.
- 7.4 The Website is not a secure means of communication and any information that you supply to us will not be kept confidential.
- 7.5 Any Contributions are deemed to be our property.
- 7.6 By making a Contribution, you agree that, subject to our Privacy and Cookie Policy, we may use any such information in any manner we see fit (including reproduction, transmission, publication, broadcast, and posting on any media and anywhere in the world) on a free of charge basis. We will not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such Contributions.

8 Moderation of Contributions

The Website is moderated by us. Therefore, all Contributions are checked by us to ensure that they comply with these Rules. We may do this before or after a Contribution is published to the Website. While we make commercially reasonable efforts to ensure that all Contributions are published, we do not promise or guarantee in any way that your Contribution will be published or that it will be published in a timely manner. We may at any point stop moderating the Website. We may remove any Contribution which we believe is in breach of these Rules.

9 Reliance on Contributions

- 9.1 Any reliance you may place on the Contributions is at your own risk. You should make all such reasonable enquiries as are necessary (including with any qualified third parties) and take all such reasonable steps to protect yourself if you wish to rely on any information in any Contribution. Contributions are provided for your general information purposes only and do not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 9.2 Nothing in these Rules shall operate to affect any mandatory statutory requirement or your statutory rights.

10 Limitation of liability

- 10.1 Except for:
- 10.1.1 death or personal injury caused by our negligent acts or omissions (or those of any of our employees or agents);
 - 10.1.2 fraud or fraudulent misrepresentation; or



10.1.3 breach of any of the provisions implied into these Rules under the Supply of Goods and Services Act 1982 (or any other law),

we will only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of these Rules. Losses are foreseeable where they could be contemplated by you and us at the time these Rules are entered into. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

10.2 We shall have no liability to you for any breach of these Rules caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

11 General

11.1 If any part of these Rules is unenforceable the enforceability of any other part of these Rules will not be affected.

11.2 If we choose not to enforce any right that we have against you at any time, then this does not prevent us from later deciding to exercise or enforce that right.

11.3 These Rules (together with our Website Terms and Conditions <http://www.ideasforears.org.uk/files/TermsConditions.pdf> our Privacy and Cookie Policy <http://www.ideasforears.org.uk/files/Cookies.pdf> and any applicable Additional Terms contain the entire understanding and agreement between us and you in relation to your use of the Website. You confirm that you have not relied upon any statement or other communication whether written or otherwise made by us in connection with these Rules.

11.4 You may not transfer any of your rights and duties in these Rules to any other person.

11.5 We will try to solve any disputes quickly and efficiently. If you are unhappy with the way we deal in which we deal with any dispute and you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to the Rules. Relevant United Kingdom law will apply to these Rules.