



Terms and Conditions for use of Ideas for Ears website

1 Terms and Conditions of Website Use

- 1.1 This page (together with the documents referred to on it) provides the terms and conditions upon which you may make use of the websites made available and operated at <http://ideasforears.org.uk/>.
- 1.2 Please read these terms and conditions of website use carefully before you start to use our sites. These terms and conditions are a legally binding document and create binding obligations upon you.
- 1.3 By using our sites, you accept these terms and conditions of website use and agree to abide by them. If you do not agree to these terms and conditions of website use, please do not use our sites.

2 Information about us

- 2.1 Our sites are made available and operated by Ideas for Ears (“we”, “our”, “us”) and by other persons acting on our behalf.
- 2.2 Our principal place of business is at 32 Murdoch Terrace, Dunblane, Perthshire FK15 9JF.
- 2.3 Our company number is 516105.

3 Access

- 3.1 Our sites are a place for you to find out about the information and advice that we offer.
- 3.2 Access to our sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the material (“Material”) made available upon or through it without notice. Unless explicitly stated to the contrary, the supply or making available of any Material shall be subject to these terms and conditions.
- 3.3 We reserve the right at our sole discretion to restrict access to some or all parts of our sites by persons or organisations seeking to access our sites.
- 3.4 You are responsible for making all arrangements necessary for you to have access to our sites. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our sites and is compatible with our sites. You are also responsible for ensuring that all persons who access our sites through any facilities

provided by you, or over which you have control, are aware of these terms and conditions and that they comply with them.

3.5 We have used reasonable endeavours to ensure that our sites comply with Scottish laws. However, we make no representations that our sites or the Material is appropriate or available for viewing, access or use in locations outside Scotland. If you access our sites from other locations you do so at your own initiative and are responsible for compliance with all laws applicable to such location. If viewing, accessing or using our sites or the Material is contrary to or infringes any applicable law in your place of access or place of residence, you are not authorised to view, access or use our sites or the Material and you must exit immediately. If making available our sites or the Material in your place of access or place of residence or to you (by reason of nationality, residence or otherwise) is prohibited our sites and the Material are not made available to you. You accept that if you are resident outside Scotland, you must satisfy yourself that you are lawfully able to access our sites and the Material.

3.6 We make no representations and give no warranties or guarantees, express or implied, that the making available of our sites or the Material in any particular territory outside Scotland is permitted under any non-Scottish laws. We exclude all liability for any damages, loss, costs or expenses relating to or arising out of the access to our sites and the material by persons who are citizens, residents or nationals of countries other than Scotland or who are nominees of or trustees for citizens, residents or nationals of countries other than Scotland, who are restricted from attempting to access our sites or the Material.

4 Availability and operation

4.1 We shall use reasonable endeavours to ensure that our sites and any Material are available and (as applicable) operate properly at all times.

4.2 We may suspend the availability or operation of our sites or (as applicable) any Material on a temporary or indefinite basis as we may in our sole discretion determine.

4.3 All warranties or guarantees as regards the availability or operation of our sites and any Material, in so far as they may be excluded and other than as explicitly specified hereunder, are excluded. We exclude all liability for any damages, loss, costs or expenses relating to or arising out of the availability or operation of our sites and any Material.

5 Linking to our sites

5.1 You may link, or may procure that a third party acting on your behalf links, to the home page of either of our sites from a website owned by you, provided that such link is provided in a way that is fair and legal and does not damage our reputation or take advantage of it.

5.2 You must not establish nor procure that any third party establishes a link to our sites in such a way as to suggest any form of association, approval or endorsement of you or any entity which you represent by us without our explicit prior written consent.

- 5.3 You must not establish nor procure that any third party establishes a link from any website that is not owned by you.
- 5.4 You must not establish nor procure that any third party establishes a link to any page upon our sites other than our home page.
- 5.5 You must not frame nor procure that any third party frames our sites on any other website.
- 5.6 You must not stream or aggregate content from our sites within another website nor procure that any third party undertakes such activities.
- 5.7 We reserve the right to withdraw our permission to link to our sites without notice and for whatever reason as we may in our sole discretion determine.

6 **Links from our sites**

- 6.1 Where our sites contain a link to a site or resource provided by a third party (a “Third Party Site”), such a link is provided for the purposes of information and convenience only.
- 6.2 The provision by us of a link to a Third Party Site does not represent any endorsement or recommendation by us in respect of that Third Party Site and does not mean that we have any association with that Third Party Site. We have no control over the contents of Third Party Sites.
- 6.3 We exclude all liability for any damages, loss, costs or expenses arising out of any use or interaction by you with third party sites.

7 **Viruses, hacking and other offences**

- 7.1 You must not:
 - 7.1.1 misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful including that which may damage, detrimentally interfere with, surreptitiously intercept or appropriate our system, data or information;
 - 7.1.2 attempt to gain unauthorised access to our sites, the server on which our sites are stored or any server, computer or database connected to our sites;
 - 7.1.3 use any robot, spider, other automatic device, or manual process to monitor or copy our sites, or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our sites;
 - 7.1.4 use an anonymising proxy to access our sites;
 - 7.1.5 attack our sites via a denial-of-service attack or a distributed denial-of service attack;

- 7.1.6 take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or that may cause us to lose any of the services from our service providers, including our internet service providers; or
- 7.1.7 do, or omit to do, or attempt to do or omit to do, any other act or thing which may interfere with the proper operation of our sites.
- 7.2 If you breach this clause we have the right to 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 sites will cease immediately.
- 7.3 You also understand that we cannot and do not warrant or guarantee that any material available for downloading from our sites will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements in this respect. We exclude all liability for any damages, loss, costs or expenses relating to or arising out of any distributed denial-of-service attack, viruses or other technologically harmful material that may infect computer equipment, computer programs, data or other proprietary material due to use of or access to our sites or any material, or your use of or interaction with any third party site.

8 **Errors**

- 8.1 You acknowledge that our sites may not be free of errors and you agree that the existence of any errors shall not constitute a breach of these terms and conditions.
- 8.2 We exclude all liability for any damages, loss, costs or expenses incurred relating to or arising out of any errors within our sites.

9 **Accuracy**

- 9.1 We will do our best to ensure that all Material is accurate. Please note though that our sites may contain inaccuracies. We make no guarantees or warranties in respect of the accuracy of any Material. This does not affect your rights under law. For further information upon these rights please contact your local Citizen's Advice Bureau or a solicitor or lawyer experienced in agreements of this nature.
- 9.2 The Material is general in nature and is not intended to amount to advice on which reliance should be placed. You undertake not to rely upon the Material. You undertake not to provide any Material to any third party with a view to that third party relying upon that Material
- 9.3 We exclude all liability for any damages, loss, costs or expenses incurred relating to or arising out of any inaccuracies within or reliance placed upon any Material.

10 **Passwords**

- 10.1 If you choose, or you are provided with, a user identification code, login, password or any other piece of information enabling access to our site or any Material, you must treat such information as confidential, and you must not disclose it to any third party.
- 10.2 We reserve the right to disable any user identification code, login, password, or any other piece of information enabling access to our site or any Material at any time, for such reason as we may in our sole discretion determine, including without limitation if in our opinion you have failed to comply with any of the provisions of these terms and conditions of website use.
- 10.3 You must immediately notify us if you have reason to believe any user identification code, login, password, or any other piece of information enabling access to our site or any Material provided by us to you has become known to any third party.

11 **Our intellectual property rights**

- 11.1 Our sites and the Material are protected by international copyright laws and other intellectual property rights. You acknowledge that we are the owner or the licensee of rights (including all intellectual property rights) in or relating to our sites and the Material. You acknowledge that any rights to use our sites and the Material granted hereunder are licensed not transferred to you. We grant you no rights to use our sites and the Material other than in accordance with these terms and conditions. We reserve all such rights.
- 11.2 You must not:
- 11.2.1 use or copy;
 - 11.2.2 disassemble, decompile, reverse engineer, create derivative works based upon, extract elements from or reorganise;
 - 11.2.3 translate, merge, adapt, vary, modify or make alterations to; or
 - 11.2.4 distribute or licence rights in;
- our sites or any Material or any copies thereof other than as expressly stated hereunder.
- 11.3 Our status or that of any identified contributors as the authors of Material must always be acknowledged. Such acknowledgement must include the address of our sites.
- 11.4 Other than as explicitly specified hereunder nothing contained in these terms and conditions should be construed as granting by implication, estoppel, personal bar or otherwise any licence or right to use our sites or any Material without our express written permission.
- 11.5 You must permit us and our representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any of your premises at which our sites are or have been used by you or with your consent and to the computer equipment located

there for the purpose of ensuring that these terms and conditions have been complied with.

- 11.6 You must not attempt in any way to remove or circumvent any technical protection measures applied to our sites to prevent unauthorised use, copying or misappropriation thereof or of the intellectual property rights relating thereto, or apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in your possession for private or commercial purposes, any means whose sole reasonable purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.

12 **Your rights of use**

- 12.1 You may print off one copy of any Material from our sites for your personal study, research or internal business purposes.
- 12.2 You may copy and distribute to third parties in an electronic or paper format extracts of Material generally and publicly made available upon our sites but only in so far as may be necessary to draw the attention of such third parties to the availability of Material upon our sites. Our status or that of any identified contributors as the authors of such extracts must always be acknowledged. Such acknowledgement must include the address of our sites.

13 **Complaints regarding Material**

- 13.1 If you wish to complain about any Material, please contact us at info@ideasforears.org.uk. We will then review the Material. We shall in our sole discretion determine whether to remove the Material. If we decide to remove the Material, our removal shall not be an admission as to any fact or circumstance, or be deemed to be an acceptance of your complaint. We may or may not respond to your complaint.
- 13.2 Please note that we do not moderate any forums, comments facilities, blogs, links or other content made available upon our sites by third parties.

14 **Exclusions**

- 14.1 The terms of our Privacy and Cookie Policy shall form part of these terms and conditions of website use.
- 14.2 These terms and conditions of website use and our privacy and cookie policy set out the full extent of our obligations and liabilities in respect of our sites. In particular, there are no conditions, warranties, guarantees, representations or other terms, express or implied, that are binding upon us except as specifically stated in these terms and conditions of website use and our privacy and cookie policy. In so far as is possible we exclude all conditions, warranties, guarantees, representations and other terms which might otherwise be implied by statute or common law other than those expressly stated hereunder.

14.3 Where we exclude liability under these terms and conditions of website use, such exclusion shall include, in so far as is permitted under law, all liability for any loss, damage, costs or expenses including any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, failure of transmission, communication, computer or other facilities, failure, error or delay in the sending of any notice, communication or instruction via any medium whatsoever, wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable.

14.4 The exclusions of liability hereunder do not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law. For further information upon liability which cannot be excluded or limited under applicable law please contact your local citizen's advice bureau or a solicitor or lawyer experienced in agreements of this nature.

15 **Transfer**

15.1 You may not transfer or otherwise dispose of any of your rights or obligations arising under these terms and conditions of website use without our prior written consent.

15.2 We may sub licence, rent, lease, transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these terms and conditions of website use at any time.

16 **Breach**

16.1 If you breach any of these terms and conditions of website use, all of your rights under these terms and conditions of website use including your right to use our sites and the Material will cease immediately.

16.2 If we have reason to believe that you have breached these terms and conditions of website use or are likely to breach these terms and conditions of website use we may take action to protect ourselves, our service providers and third parties from liability, including but not limited to contacting relevant third parties and disclosing information collected from you.

16.3 You are responsible for all losses, costs, expenses, claims, demands or other liabilities (including legal fees) incurred by us, our service providers or any third parties caused by or arising from your breach of these terms and conditions of website use. You shall indemnify and shall keep us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and other loss (including legal costs and expenses) suffered or incurred by us and arising directly or indirectly out of your breach of these terms and conditions of website use.

17 **Circumstances beyond our control and other parties**

17.1 We will not be liable for any failure to perform any obligation under these terms and conditions of website use due to causes beyond our reasonable control.

17.2 These terms and conditions of website use do not confer any rights on any person other than you and us.

18 **Variation**

18.1 We may change the Material at any time.

18.2 Any Material may be out of date at any given time, and we are under no obligation to update any Material.

18.3 We reserve the right to change these terms and conditions of website use at any time by amending this page or the page upon our sites containing our Privacy and Cookie Policy. Any such change in these terms and conditions of website use or our Privacy and Cookie Policy will be effective once reflected in the text of these terms and conditions of website use or our Privacy and Cookie Policy (as appropriate) as published on our sites. You undertake to check this page and the page containing our Privacy and Cookie Policy from time to time to take notice of any changes we have made, as they are binding on you.

18.4 Some of the provisions contained in these terms and conditions of website use and our Privacy and Cookie Policy may also be superseded by provisions or notices published elsewhere on our sites.

19 **Waiver**

If we fail at any time to insist upon strict performance of any of your obligations under these terms and conditions of website use, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms and conditions of website use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

20 **Severability and entire agreement**

20.1 If any term, condition or provision of these terms and conditions of website use is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

20.2 These terms and conditions of website use, our privacy and cookie policy, together with any provisions or notices published elsewhere on our sites which supersede these documents, are the whole agreement between you and us. You acknowledge that you have not entered into the obligations provided for in these terms and conditions of website use in reliance upon any statement, warranty or representation made by us or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind your obligations hereunder by reason of any misrepresentation (other than a

fraudulent misrepresentation) that is not contained in these terms and conditions of website use or our privacy and cookie policy.

21 Notices to You

- 21.1 We will communicate with you in English only. You agree that we may provide a notice to you by posting it on our sites or emailing it to the email address provided by you to us.
- 21.2 With the exception of amendments to these terms and conditions of website use and our Privacy and Cookie Policy which shall have immediate effect following posting upon our sites, such notices shall be deemed to have been received by you on the expiry of a period of twenty four (24) hours from the point in time they are emailed to you.

22 Notices to us

- 22.1 You may only notify us in connection with any matter arising under these terms and conditions of website use, except where specified otherwise under these terms and conditions of website use, by emailing us at info@all-ears.org.uk
- 22.2 Any notification shall be deemed to have been received by us on the expiry of a period of seventy two (72) hours. For the purposes of determining this period all weekends and public holidays in Scotland shall be excluded.

23 Jurisdiction and applicable law

The interpretation, construction, effect and enforceability of these terms and conditions of website use are governed by the law of Scotland, and you agree to submit to the non-exclusive jurisdiction of the Scottish courts for the determination of disputes related thereto.