

## Website Terms and Conditions

The website(s) [www.cooperatives-uk.coop](http://www.cooperatives-uk.coop), [www.uk.coop](http://www.uk.coop) and any sub-domains thereof ("the Site(s)") and the databases included on the Site(s) are maintained by Co-operatives UK Limited and its group company Synergy for your personal viewing and use. By accessing and using the Site(s), you accept to be bound by and comply with these Terms and Conditions (including all policies referred to herein) in all respects.

### Disclaimer

Co-operatives UK takes reasonable steps to ensure that the information contained in the Site(s) is up to date and accurate. No responsibility is, however, accepted by or on behalf of Co-operatives UK for any error, omission, or misleading statement on the Site(s) or on any website to which its pages connect. No liability is accepted by or on behalf of Co-operatives UK for any reliance on the information in these pages.

No mention of any organisation, corporate body or individual, whether on the Site(s) or on other websites to which its pages are linked, implies any approval or warranty as to the standing or capability of any such organisation, company or individual on the part of Co-operatives UK.

Co-operatives UK aim to make the Site(s) available for use by third parties on a permanent basis but we reserve the right to withdraw or amend the service we provide on the Site(s) without notice. From time to time, it may be necessary for us to restrict access to some parts of the Site(s), or our entire Site(s), to users who have registered with us. We will not be liable if for any reason the Site(s) are unavailable at any time or for any period.

If 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, and you must not disclose it to any third party. We have the right to disable any user identification code or password at any time, if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions or if we consider that the security of the Site(s) has been or is likely to be breached in any way.

We cannot be responsible for the privacy policies and practices of other sites even if you access them using links from the Site(s) and recommend that you check the policy of each site you visit and contact its owner or operator if you have any concerns or questions. In addition, if you linked to the Site(s) from a third party site, we cannot be responsible for the privacy policies and practices of the owners or operators of that third party site and recommend that you check the policy of that third party site and contact its owner or operator if you have any concerns or questions.

### Intellectual Property Rights

All original content (including text, code, page design, graphics and sound) in the Site(s) is eligible for protection under copyright and database right. Unless explicitly otherwise stated, all intellectual property rights (including but not limited to copyright and database right) in the content of the Site(s) are owned by Co-operatives UK. Accordingly, no part of the Site(s) (or its source code) may be used, transferred, copied or reproduced in whole or in part other than as set out in our Terms of Use.

## Terms of Use

The information contained on the Site(s) may be reproduced free of charge without Co-operatives UK's formal permission for personal or in-house use provided that (1) it is reproduced accurately, (2) it is not used in a misleading context and (3) that in all cases the source of the information and date on which you obtained the information are indicated. The material may also be used by lawful users in accordance with the Copyright and Rights In Database Regulations 1997 as subsumed into the Copyright, Designs & Patents Act 1988.

If you print off, copy or download any part of the Site(s) in breach of these terms of use, your right to use the Site(s) will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Where content owned by third parties is used, it is on the basis of express consent from the owner or under a licence or contract for such use. Accordingly, this permission to reproduce Co-operatives UK owned copyright and/or database right-protected material does not extend to any information on the Site(s) which is identified as owned by a third party. Authorisation to reproduce such material must be obtained from the copyright and/or database right owner concerned.

Except in accordance with these Terms of Use, no part of the Co-operatives UK website may be used, transferred, copied, reproduced, posted or in anyway mirrored elsewhere on the world wide web or any other part of the internet without prior written permission from Co-operatives UK.

Whenever you make use of a feature that allows you to upload material to or post material on the Site(s), or to make contact with other users of the Site(s), you must comply with the content standards set out in our acceptable use policy (see below). You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to the Site(s) will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Site(s) constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Site(s).

We have the right to remove any material or posting you make on the Site(s) if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

## Privacy Policy

Modern information and communication technologies play a fundamental role in the activities of an organisation like Co-operatives UK. Our principal activity is of benefit to all co-operative enterprises in the United Kingdom.

As the national member-owned and led organisation for the sector Co-operatives UK promotes the interests of co-operatives, works to increase awareness and understanding of co-operative values and principles, and supports the growth and development of new and existing co-operatives.

A focal point for the co-operative sector of the UK economy, Co-operatives UK is also a forum for innovation and best practice, and a strategic voice for the co-operative movement.

Co-operatives UK is committed to protecting the privacy of the information of all visitors to the Site(s). Please read this privacy policy to understand how we use and protect the information that is provided to us. By using the Site(s), you are agreeing to your information being used in this way.

This privacy policy applies to the websites of Co-operatives UK and its subsidiaries.

If at any time you would like to contact us with any questions relating to your personal information or just with your views about our privacy practices, you can do so by sending an e-mail to us at [webmaster@cooperatives-uk.coop](mailto:webmaster@cooperatives-uk.coop) or write to us at Holyoake House, Hanover Street, Manchester M60 0AS.

For some services we offer through the Site(s), you may be asked to provide personal information to Paypal. You should only provide this information after reading their privacy policy (available from <http://tinyurl.com/yfnaofx>). We will share information with Paypal only to the extent required to process payments you make via our website.

We also utilise Google Analytics on our sites, which will store cookies on your computer and send data to Google, which they will store: for more information on Google's privacy policy, please visit <http://www.google.com/privacy.html>. See the section below on how we use cookies on the Site(s).

## **Organisational Data**

We collect information on various organisations in accordance with our strategic aims and we will use data collected for the purposes of research, statistical analysis and growing the Co-operative Movement (including the advertising and promotion of your business within the Co-operative community).

We may ask you to complete surveys that we use for research purposes, although you do not have to respond to them. We may also keep records of information that you provide by filling in forms on our site. This includes information provided at the time of registering to use the Site(s), subscribing to our service, posting material or requesting further services. We may also use this information to contact you from time to time with information of importance or interest to your organisation as a co-operative enterprise.

Because of the nature of the Site(s) and its purpose of promoting co-operation, organisational data contained on our website will be freely available for users to view and download in accordance with our Terms of Use statement and the other provisions of these Terms and Conditions.

## **Personal Data**

We do not automatically log personal data nor do we link information automatically logged by other means with personal data about specific individuals. We collect personal data about you only when you knowingly and willingly provide it, however we may collect information about you from other sources, such as public records or bodies, or private organisations. We ensure that all personal data supplied by such third parties is held in accordance with the Data Protection Act 1998.

We have implemented security policies, rules and technical measures to protect personal data that we have under our control from:

- unauthorised access
- improper use or disclosure
- unauthorised modification
- unlawful destruction or accidental loss.

However, the internet is not a secure environment and, notwithstanding the measures we have put in place, we cannot absolutely guarantee the security of any information which is held about you.

In addition, due to the global nature of the internet, the information we hold about you may be transferred to countries outside the European Economic Area that do not have similar protections in place relating to your information and how it is used, as set out in this policy. However, we have taken the steps outlined above to try to improve the security of your information. By sending your information to us, you agree to these transfers.

We will only disclose your personal data in accordance with this policy, or where required to do so in emergency circumstances or by law.

If you would like to review or change any details about you that appear on the Site(s), or if you would like us to stop holding information about you, please contact us as set out below.

## **Cookies**

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve the Site(s) and to deliver a better and more personalised service. They enable us:

- to estimate our audience size and usage pattern;
- to store information about your preferences, and so allow us to customise the Site(s) according to your individual interests;
- to speed up your searches;
- to recognise you when you return to the Site(s).

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of the Site(s). Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to the Site(s).

## **Privacy Compliance**

We act responsibly for all personal information under our control and have established policies and procedures to comply with our own privacy code and have a designated Data Protection Officer who is accountable for our compliance with the Data Protection Act 1998.

All our employees, who have access to, and are associated with the processing of personal data, are obliged to respect the confidentiality of our visitors' personal data.

## **Access to personal data we hold about you**

You can ask to view personal data we may hold about you by contacting:

Helen Barber, Secretary and Head of Legal Services, Co-operatives UK, Holyoake House, Manchester, M60 0AS.

or you can ask us to confirm whether we are holding personal data about you by contacting [webmaster@cooperatives-uk.coop](mailto:webmaster@cooperatives-uk.coop).

We will provide you with a readable copy of the personal data which we hold about you subject to payment of our administration charge of £10. We will respond as soon as possible (and in any event within 40 days) of receipt of your original request (enclosing your name and contact details). We may also require proof of your identity. We will allow you to challenge the data that we hold about you and where appropriate, you may have the data:

- erased
- rectified or amended
- completed

There may be circumstances in which we cannot provide the information requested. In such circumstances we will inform you of our reasons, and you will be able to challenge our decision.

## **General**

Any changes in the future to these Terms and Conditions will be posted to the Site(s).

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. If any part of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable then that part will be deemed severable and will not effect the validity and will not affect the validity and enforceability of the remaining parts.

## Acceptable Use Policy

You may use the Site(s) only for lawful purposes. You may not use the Site(s):

- 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 send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 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 (i) not to reproduce, duplicate, copy or re-sell any part of the Site(s) in contravention of the provisions of our Terms and Conditions of use of the Site(s) and (ii) not to access without authority, interfere with, damage or disrupt:

- any part of the Site(s);
- any equipment or network on which the Site(s) are stored;
- any software used in the provision of the Site(s); or
- any equipment or network or software owned or used by any third party.

These content standards apply to any and all material which you contribute to the Site(s) ("Contributions"). You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.

Contributions must:

- be accurate (where they state fact);
- be genuinely held (where they state opinions);
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material, violence or discrimination of any form (whether based on race, sex, religion, nationality, disability, sexual orientation, age or otherwise);
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Site(s). When a breach of this policy has occurred, we may take such action as we deem appropriate.