Conditions of Use

Introduction

These conditions of use govern your use of this website; by using this website, you accept these in full. If you disagree with these or any part of them, you must not use this website.

This website uses cookies. By using this website and agreeing to these conditions of use, you consent to our EVH – Supporting Social Employer's use of cookies in accordance with the terms of EVH – Supporting Social Employer's cookies policy.

License to Use Website

Unless otherwise stated, EVH – Supporting Social Employers own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these conditions of use. Members of EVH – Supporting Social Employers have additional rights in terms of the separate Service Level Agreement they hold with us.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

Acceptable Use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing.

Restricted Access

Access to certain areas of this website is restricted. EVH – Supporting Social Employers reserves the right to restrict access to areas of this website, or indeed this entire website, at its sole discretion.

If EVH – Supporting Social Employers provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

EVH – Supporting Social Employers may disable your user ID and password in our sole discretion without notice or explanation.

User Content

In these conditions of use, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to EVH – Supporting Social Employers a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to EVH – Supporting Social Employers the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or EVH – Supporting Social Employers or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

EVH – Supporting Social Employers reserves the right to edit or remove any material submitted to this website, or stored on EVH – Supporting Social Employers servers, or hosted or published upon this website.

Notwithstanding EVH – Supporting Social Employers rights under these conditions of use in relation to user content, EVH – Supporting Social Employers does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No Warranties

This website is provided "as is" without any representations or warranties, express or implied. EVH – Supporting Social Employers makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, EVH – Supporting Social Employers does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal or financial matter, you should consult an appropriate professional.

Limitations of Liability

EVH – Supporting Social Employers will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss; for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if EVH – Supporting Social Employers has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit EVH – Supporting Social Employers liability in respect of any:

- death or personal injury caused by EVH – Supporting Social Employers negligence;
- fraud or fraudulent misrepresentation on the part of EVH – Supporting Social Employers or
- matter which it would be illegal or unlawful for EVH – Supporting Social Employers to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Unenforceable Provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify EVH – Supporting Social Employers and undertake to keep EVH – Supporting Social Employers indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by EVH – Supporting Social Employers to a third party in settlement of a claim or dispute on the advice of EVH – Supporting Social Employers legal advisers) incurred or suffered by EVH – Supporting Social Employers arising out of any breach by you of any provision of these conditions of use, or arising out of any claim that you have breached any provision of these conditions of use.

Breaches of These Conditions of Use

Without prejudice to EVH – Supporting Social Employers other rights under these conditions of use, if you breach these conditions of use in any way, EVH – Supporting Social Employers may take such action as EVH – Supporting Social Employers deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

EVH – Supporting Social Employers may revise these conditions of use from time-to-time. Revised conditions of use will apply to the use of this website from the date of the publication of the revised conditions of use on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

EVH – Supporting Social Employers may transfer, sub-contract or otherwise deal with EVH – Supporting Social Employers rights and/or obligations under these conditions of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these conditions of use.

Severability

If a provision of these conditions of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire Agreement

These conditions of use, constitute the entire agreement between you and EVH – Supporting Social Employers in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and Jurisdiction

These conditions of use will be governed by Scottish and international law as appropriate.

EVH – Supporting Social Employers Details

The full name of EVH – Supporting Social Employers is Employers in Voluntary Housing Limited.

EVH – Supporting Social Employers is registered in Scotland as a Company Limited by Guarantee under registration number 184547.

EVH – Supporting Social Employers registered address is 5th Floor, 137 Sauchiehall Street, Glasgow, G2 3EW

You can contact EVH – Supporting Social Employers by email to Contactus@evh.org.uk.

Credit

This document was created using a Contractology template available at http://www.freenetlaw.com.