

Terms and Conditions

You should read these terms and conditions carefully before using www.nationaldayforstaffnetworks.co.uk (referred to as 'the Website'). By accessing or using the Website, you agree to be bound by these terms and conditions and our privacy policy. If you do not agree with or accept any of these terms and conditions, you should cease using the Website immediately.

1. AVAILABILITY AND CONDITIONS OF USE

1.1 The Website is made available to you by us. Whilst we make every effort to ensure that the website is available, we do not represent, warrant or guarantee in any way the Website's continued availability at all times or uninterrupted use by you of the Website. We reserve the right to suspend or cease the operation of the Website from time to time at our sole discretion.

1.2 As a condition of your use of the Website, you agree:

1.2.1 Not to use the Site for any purpose that is unlawful under applicable law, or prohibited by these terms and conditions; and

1.2.2 Not to defame, disparage any person(s) or behave in a manner which is obscene, derogatory or offensive; and

1.2.3 To be responsible for ensuring that your use of the Website is consistent with all applicable laws and regulations.

1.3 We reserve the right to prevent or suspend your access to the Website if you do not comply with any part of these terms and conditions or any applicable law.

2. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

2.1 The Website and all content within the Website is owned and operated by us and/or our licensors. We and our licensors reserve all rights.

2.2 The Website is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, revise, perform, reproduce, publish, license, deep-link, create derivative works from, transfer, or sell any information or content obtained from the Website unless expressly authorised by us.

2.3 Any intellectual property rights (including without limitation all patents, copyright, database rights and trademarks (whether registered or unregistered) subsisting in any content or material on the Website belongs to us and/or our licensors. All rights are reserved for the benefit of ourselves and/or our licensors. Nothing in these terms

and conditions grants you any rights in the Website or the content within the Website.

2.4 The use or misuse of any trademarks or any other content on the Website except as provided in these terms and conditions or in the Website content, is strictly prohibited. Nothing contained on the Website shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark without our prior written permission except as detailed in clause 2.5 below.

2.5 We hereby grant the right and license to use, display, copy and publish The National Day logo (as made available on this Website) in relation to National Day activities in all media. Such right and license is immediately revocable by us on written notice.

3. SOFTWARE

3.1 Any software that is made available for downloading from the Website is our copyrighted work and/or that of our licensors.

3.2 You may only use such software in accordance with the terms of the end user license agreement, if any, which accompanies or is included with the software. You are authorised and will not be able to install any software unless you agree to be bound by the end user license agreement.

3.3 The software is made available for downloading solely for your use in a non-commercial manner. Any reproduction or redistribution of the software not in accordance with the end user license agreement is expressly prohibited, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

3.4 The software is warranted, if at all, only according to the terms of the end user license agreement. Except for the warranties which may appear in the end user license agreement, we hereby disclaim all warranties, conditions and other terms (whether express or implied) with regard to the software, including all implied warranties and conditions of satisfactory quality and fitness for a particular purpose.

4. SUBMISSIONS

4.1 We appreciate hearing from our users and welcome your comments regarding The National Day, including our online resources. We do not encourage you to submit or send to us any unpatented ideas, advertising or marketing suggestions, patent applications, models, prototypes, or any information, written or oral, which you regard as confidential (collectively referred to as 'Unwanted Submissions'). While we value your feedback on The National Day, we request that you restrict your

comments to our services and resources and do not submit any Unwanted Submissions.

4.2 Please note that any submission (including any Unwanted Submission) made to us is deemed to be our property and we are entitled to utilise any such submission in any manner we see fit. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions.

5. POSTING OF INFORMATION

5.1 Except for any personal information we may collect from you which is governed by our privacy policy, any communication or material you post or transmit to us or the Website is, and will be treated as, non-confidential and non-proprietary. By transmitting or posting any communication or material, you agree that we and any of our affiliates may use your communication for any purpose, including reproduction, transmission, publication, broadcast, and posting. Although we reserve the right to monitor or review discussions, chats, postings, transmissions, bulletin boards and the like on the Website from time to time, we are under no obligation to do so and assume no responsibility or liability arising from any content posted on any of these functionalities nor for any error, omission, infringement, defamatory statement, obscenity, or inaccuracy contained in any such information on such functionalities. We shall have the right at any time and for any reason to remove any communication or material posted on the Website.

6. DISCLAIMER

6.1 While we use reasonable efforts to include accurate and up-to-date information on the Website, we do not represent, warrant or promise (whether express or implied) that any information is or remains accurate, complete and up to date, or fit or suitable for any purpose. Any reliance you place on the information on the Website is at your own risk. Nothing in these terms and conditions shall operate to prejudice any mandatory statutory requirement or your statutory rights.

6.2 Content on the Website is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites, which may be of interest. It does not constitute technical, financial, legal advice or any other type of advice and should not be relied on for any purposes.

7. HYPERLINKS AND THIRD PARTY WEBSITES

7.1 The Website may contain hyperlinks or references to external third party websites. Any such hyperlinks or reference is provided for your convenience only. We have no control over third party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and

reference to any third party website does not constitute any endorsement of such third party's website, products or services. Your use of a third party website may be governed by the terms and conditions of that third party website.

8. WARRANTIES AND LIMITATION OF LIABILITY

8.1 You agree that your use of the Website is on an 'as is' and 'as available basis. Consequently we make no representations, warranties, conditions or other terms (whether express or implied) in relation to the provision of the Website, including without limitation on the Website, or as to satisfactory quality, or fitness for particular purpose.

8.2 To the maximum extent permitted by applicable law, we exclude all liability (whether arising in contract, tort, breach of statutory duty or otherwise) which we may otherwise have to you as a result of:

8.2.1 Any error or inaccuracies in any information or material within or relating to the Site

8.2.2 The unavailability of the Website for whatsoever reason; and

8.2.3 Any representation or statement made on the Website.

8.3 Under no circumstances shall we be liable to you for any loss or damage suffered (including without limitation direct or indirect losses) arising from your use of, or reliance on, the Website (including the downloading of any software, program or information or attendance at events advertised).

8.4 We do not exclude or limit our liability for death or personal injury arising from our negligence, for any fraudulent misrepresentation made by us on the Website or for any other statutory rights which are not capable of being excluded.

9. INDEMNITY

9.1 If you are in breach of any of these terms and conditions, you agree to indemnify and hold us harmless in respect of any costs, claims, proceedings, actions, losses, damages or liabilities incurred by us in relation to or arising from such a breach.

10. GENERAL

10.1 We reserve the right to vary these terms and conditions from time to time without notifying you. By continuing to use and access the Website you agree to be

bound by any variation made by us. It is your responsibility to check these terms and conditions from time to time to verify such variations.

10.2 These terms and conditions contains the entire understanding and agreement between us and you in relation to your use of the Website and supersedes and replaces any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein.

10.3 Should any part of these terms and conditions for any reason be declared invalid or unenforceable by a court of a competent jurisdiction, it shall be deemed to be deleted without affecting the remaining provisions.

These terms and conditions are governed and construed in accordance with the laws of England and Wales and you consent to the exclusive jurisdiction of the courts of England.