



Equality &  
Diversity UK

*Training • Resources • Network*

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# Website Terms of use

Please read these terms and conditions carefully before using this site ([www.equalityanddiversity.co.uk](http://www.equalityanddiversity.co.uk))

## 1. Terms of website use

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.equalityanddiversity.co.uk](http://www.equalityanddiversity.co.uk) (our site). Use of our site includes accessing and browsing. Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference. By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site. These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our privacy and cookies policy (<http://www.equalityanddiversity.co.uk/privacy.html>), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## 2. Advisory material – not legal advice

This website's content is for general information purposes only and is not intended to constitute legal or other professional advice. You should seek specific legal advice in relation to any particular matter.

If you want advice about a particular situation, or to be referred to someone who can give you further legal advice, we recommend you contact the Equality Advisory Support Service (<http://www.equalityhumanrights.com/about-us/about-commission/equality-advisory-and-support-service>) at the Equality and Human Rights Commission website

### 3. Intellectual property rights and re-use of public sector information

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

We are open and transparent, and treat all applications to re-use in a fair and non-discriminatory way.

Where copyright is owned by Equality and Diversity UK and is available on our website, provided you comply with the re-use conditions below, you may print off one copy, and may download extracts, of any page(s) for your personal use and you may draw the attention of others within your organisation to content posted on our site. If you wish to re-use any of the information that we produce, hold or disseminate above and beyond this, please email us outlining your request at [info@equalityanddiversity.co.uk](mailto:info@equalityanddiversity.co.uk). Applications can also be made in writing to:

Equality and Diversity UK  
Warwick House  
14 Lowes Road  
Bury  
BL9 6PJ

Our re-use conditions are outlined below:

- You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- You must not use any part of the content on our site which is owned or partly owned by a third party, without obtaining a licence from them to do so.

### 4. Links to other websites

We include links to a number of external websites where appropriate to help users and other related information. However, Equality and Diversity UK cannot guarantee the reliability of those links nor the accuracy of information on other organisations' websites. A link from us to another website does not imply endorsement of that organisation nor of their information. We have no control over the contents of those sites or resources.

## 5. Links to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our acceptable use policy (<http://www.equalityanddiversity.co.uk/acceptable-use-policy.html>).

If you wish to make any use of content on our site other than that set out above, please complete the website feedback form

## 6. Accessing our site

Our site is made available free of charge. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

We make every effort to check and test material at all stages of production however we do not guarantee that our site, or any content on it, will:

- always be available or be uninterrupted;
- be free from errors or omissions; or
- be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

It is always wise for you to run an anti-virus and anti-spyware program on all material downloaded from the internet. We cannot accept any responsibility for any loss, disruption, or damage to your data or your computer system which may occur while using material derived from this website.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will 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 site will cease immediately.

## 7. Disclaimer

We may update our site from time to time, and may change the content at any time. Whilst considerable effort is made to ensure that the information in this website is accurate and up to date, a website is limited in its ability to convey the complexities of information of a legal, policy or procedural nature and any of the content on our site may be out of date at any given time, and we are under no obligation to update it. Equality and Diversity UK makes no representations, guarantees or warranties, either express or implied, as to the accuracy of the information on this website or its fitness for any purpose whatsoever. In no event will Equality and Diversity UK be liable for any direct, indirect, special incidental, or consequential damages arising out of the use of the information held on this website.

## 8. Limitation of liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## 9. Applicable law

These terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

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