

---

## TERMS AND CONDITIONS

---

### BACKGROUND:

This agreement applies as between you, the User of this Website and North London Chamber of Commerce, the owner(s) of this Website. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal/identifying information and credentials used by Users to access parts of the Website and to create Listings;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<b>“Listing”</b>	means a directory listing posted on the Website by a User which shall provide details of that User’s business including, but not limited to, contact details;
<b>“Listed Business”</b>	means any business which features in a Listing;
<b>“North London Chamber of Commerce”</b>	means North London Chamber of Commerce 201 Hertford Road, Enfield, London EN3 5JH
<b>“Service”</b>	means collectively any online facilities, tools, services or information that North London Chamber of Commerce makes available through the Website either now or in the future;
<b>“System”</b>	means any online communications infrastructure that North London Chamber of Commerce makes available through the Website either now or in the future. This includes, but is not limited to, Listings, email addresses and online forms;
<b>“User” / “Users”</b>	means any third party that accesses the Website and is not employed by North London Chamber of Commerce and acting in the course of their employment; and
<b>“Website”</b>	means the website that you are currently using (www.connectdirect.org) and any sub-domains of this site (e.g. subdomain.www.enfieldconnectdirect.org) unless expressly excluded by their own terms and conditions.

## 2. **Intellectual Property**

- 2.1 Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Website, unless contained in Listings, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of North London Chamber of Commerce, or our affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2 You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website as specified in Clause 4 of these Terms and Conditions and for personal or educational purposes only unless otherwise indicated on the Website or unless given express written permission to do so by North London Chamber of Commerce. Specifically you agree that:
  - 2.2.1 You will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by North London Chamber of Commerce;

## 3. **Third Party Intellectual Property**

- 3.1 The Intellectual Property Rights subsisting in the Content of Listings belong to the Listed Businesses to which those Listings pertain unless it is expressly stated otherwise.
- 3.2 Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties.
- 3.3 The Content described in this Clause 3, unless expressly stated to be so, is not covered by any permission granted by Clause 2 of these Terms and Conditions to use Content from the Website. The exceptions in Clause 4 continue to apply.

## 4. **Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

## 5. **Links to Other Websites**

This Website may contain links to other sites including, but not limited to, those of Listed Businesses. Unless expressly stated, these sites are not under the control of North London Chamber of Commerce or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## 6. **Links to this Website**

- 6.1 [Subject to the provisions of sub-Clause 6.2,] those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.connectdirect.org](http://www.connectdirect.org) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of North London Chamber of Commerce. To find out more please contact us by email at [chamber@nlcc.co.uk](mailto:chamber@nlcc.co.uk) or write to us at Enfield Business Centre, 201 Hertford Road, Enfield, EN3 5JH.

- 6.2 Listed Businesses and their associates may place deep-links to their Listings on the Website.

## 7. Listing on the Website

- 7.1 When submitting a Listing to the Website you should do so in accordance with the following rules:
- 7.1.1 you must not use obscene or vulgar language;
  - 7.1.2 your Listing may not contain Content that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation specific to your business or industry). This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
  - 7.1.3 your Listing may not contain Content that is intended to promote or incite violence;
  - 7.1.4 your Listing should be honest and fair, should not make any unsubstantiated or unsupported claims, and should not make dishonest or unreasonable comparisons with other businesses;
  - 7.1.5 Listings must be made using the English UK language(s). Content in any other language may be removed at our sole discretion;
  - 7.1.6 your Listing may not infringe the intellectual property rights of any third party including, but not limited to, copyright and trade marks;
  - 7.1.7 businesses of the following types may not be listed:
    - 7.1.8 Contain any material which is defamatory of any person.
    - 7.1.9 Contain any material which is obscene, offensive, hateful or inflammatory.
    - 7.1.10 Promote sexually explicit material.
    - 7.1.11 Promote violence.
    - 7.1.12 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
    - 7.1.13 Infringe any copyright, database right or trade mark of any other person.
    - 7.1.14 Be likely to deceive any person.
    - 7.1.15 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
    - 7.1.16 Promote any illegal activity.
    - 7.1.17 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
    - 7.1.18 Be likely to harass, upset, embarrass alarm or annoy any other person.
    - 7.1.19 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
    - 7.1.20 Give the impression that they emanate from us, if this is not the case.
    - 7.1.21 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

- 7.2 You acknowledge that North London Chamber of Commerce shall screen, approve (or reject), edit and/or remove any Listing submitted to the Website.
- 7.3 North London Chamber of Commerce may edit your Listing to comply with the provisions of sub-Clause 7.1 without prior consultation. In cases of severe breaches of the provisions of sub-Clause 7.1, your Listing may be removed and your Account may be suspended or terminated. You will not be informed in writing of the reasons for any such alterations or removals.
- 7.4 In order to submit a Listing, you are required to submit certain personal details and/or business details. By continuing to use this Website you represent and warrant that:
- 7.4.1 any information you submit is accurate and truthful; and
- 7.4.2 you will keep this information accurate and up-to-date.
- 7.5 By submitting a Listing you warrant and represent that you are the author of that Listing or that you have acquired all of the appropriate rights and / or permissions to submit it. North London Chamber of Commerce accepts no responsibility or liability for any infringement of third party rights by such Listings or Content. Further, you waive all moral rights in the Listing to be named as its author and grant North London Chamber of Commerce a perpetual licence to modify the Content as necessary for its inclusion on the Website.
- 7.6 North London Chamber of Commerce will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Listings, nor for any errors or omissions in Listings. Use of and reliance upon Listings is entirely at your own risk.
- 7.7 Nothing in these Terms and Conditions shall grant North London Chamber of Commerce any rights in or to any trade marks or any other intellectual property rights contained within your Listing or any part of it save for the right to display the same on the Website as part of your Listing until you or North London Chamber of Commerce choose to remove that Listing.
- 7.8 You acknowledge that North London Chamber of Commerce may retain copies of any and all communications, information, Content and Listings sent to us or submitted to the Website.

## 8. **Termination and/or Suspension**

In the event that any of the provisions of sub-Clause 7.1, above, are not followed, North London Chamber of Commerce reserves the right to suspend or terminate your access to the Service. Any Users banned in this way must not attempt to use the Website under any other name or by using the access credentials of another User, with or without the permission of that User.

## 9. **Privacy**

- 9.1 Use of the Website is also governed by our <<Privacy Policy [add html code to make this into a link]>> which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.
- 9.2 Our website uses cookies which allow us to monitor the use of our website. This is for general purposes only and the information we gather cannot be used to identify you as an individual.

- 9.3 Currently we operate an 'implied consent' policy which means that we assume you are happy with this usage. If not, you should either not use this site, or you should delete the cookies having visited the site.

#### **10. Google Analytics:**

- 10.1 We use Google Analytics to collect information about visitor behaviour on our website. Google Analytics stores information about what pages you visit, how long you are on the site, how you got here and what you click on. This Analytics data is collected via a JavaScript tag in the pages of our site and is not tied to personally identifiable information. We therefore do not collect or store your personal information (e.g. your name or address).
- 10.2 You can find out more about Google's position on privacy as regards its analytics service at [http://www.google.com/intl/en\\_uk/analytics/privacyoverview.html](http://www.google.com/intl/en_uk/analytics/privacyoverview.html)
- 10.3 If you wish to opt-out of our placing cookies onto your computer or device, please check the alternative acceptance box for these terms and conditions, or adjust your internet browser's settings to restrict cookies as detailed in your internet browser's help menu. You may also wish to delete cookies which have already been placed. For instructions on how to do this, please consult your internet browser's help menu.

#### **11. Disclaimers**

- 11.0 North London Chamber of Commerce makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.
- 11.1 Save for the screening and approval of Listings, has neither control over, nor involvement in, any Listed Business and accepts no responsibility for any actions taken, or any goods or services provided, by any Listed Business.
- 11.2 Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, North London Chamber of Commerce makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.
- 11.3 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 11.4 North London Chamber of Commerce makes no representation or warranty that any part of this Website is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 11.5 Whilst every effort has been made to ensure that all descriptions of services available from North London Chamber of Commerce correspond to the actual services available, North London Chamber of Commerce is not responsible for any variations from these descriptions.
- 11.6 Whilst North London Chamber of Commerce uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

## **12 Availability of the Website and Modifications**

12.1 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

12.2 North London Chamber of Commerce accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

12.3 North London Chamber of Commerce reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## **13. Limitation of Liability**

13.1 To the maximum extent permitted by law, North London Chamber of Commerce accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.

13.2 Nothing in these terms and conditions excludes or restricts North London Chamber of Commerce’s liability for death or personal injury resulting from any negligence or fraud on the part of North London Chamber of Commerce.

13.3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## **14. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## **15. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## **16. Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and North London Chamber of Commerce.

## **17. Communications**

17.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to [chamber@nlcc.co.uk](mailto:chamber@nlcc.co.uk). Such

notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

17.2 North London Chamber of Commerce may from time to time send you information about our products and/or services. If you do not wish to receive such information, please click on the 'Unsubscribe' link in any email which you receive from us

## **18. Law and Jurisdiction**

These terms and conditions and the relationship between you and North London Chamber of Commerce shall be governed by and construed in accordance with the Law of England and Wales and North London Chamber of Commerce and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.