

LCEC Website Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

YOUR ATTENTION IS DRAWN TO THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED WITHIN THESE TERMS

Information about us

www.londonconstructingexcellence.org.uk ("our site") is a site operated by London Constructing Excellence Club ("LCEC", "we"). LCEC is an unincorporated association company operated on a not for profit basis for the benefit of its members.

These terms of use (together with the documents referred to on it) tells you the terms of use on which you may make use of our site. By using our site (which includes accessing, or browsing to use any part of our site), you indicate that you accept and agree to abide by these terms of use. If you do not agree to these terms of use, please refrain from using our site.

Other applicable terms

These terms of use refer to and should be read in conjunction with the following additional site terms and policies, which also apply to your use of our site:

- Our [Privacy Policy](#), 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.
- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our [Cookies Policy](#), which sets out information about our use of the cookies on our site.

Accessing our site

Our site is made available free of charge.

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw, suspend, discontinue or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site or any content on it is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

When using our site, you must comply with the provisions of our [Acceptable Use Policy](#).

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. The intellectual property rights which may subsist in our site may include copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

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 material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us.

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

You are also prohibited from (a) electronically reproducing and distributing, and publicly performing and displaying, the content of our site; and (b) reproducing and distributing through any media now known, or hereafter developed, excerpts of the content in our site.

No Reliance on information posted

The content of our site is provided for general information only for the benefit of our members and such other parties considering membership.

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of any content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, 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/individual 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, trojan horse, worm, time-bomb, logic bomb, keystroke logger, spyware, adware or malware, denial-of-service attack, or other malicious or 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.

Information about you and your visits to our site

We process information about you in accordance with our [Privacy Policy](#) and [Cookies Policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Uploading material to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any material you upload to our site 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 our site 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 our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#). We may take such other action as we deem appropriate including suspending or terminating your access to our site

Viruses, hacking and other offences

We do not guarantee that our site will be secure or free from bugs, viruses, trojan horses, worms, time-bombs, logic bombs, keystroke loggers, spyware, adware, malware, or other material which is malicious or technologically harmful.

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

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 or introduce any material which is malicious or technologically harmful.

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.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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 material posted on it, or on any website linked to it.

Linking 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, but 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 from 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 for any reason and 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](#).

If you wish to make any use of material on our site other than that set out above, please address your request to webmaster@londonconstructingexcellence.org.uk.

Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Trade marks

The word marks LCEC and LONDON CONSTRUCTING EXCELLENCE CLUB and the LCEC logo are trade marks of the LONDON CONSTRUCTING EXCELLENCE CLUB.

Changes to the Terms of Use

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are legally binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Social Media Policy

Our site allows you to access social media platforms, such as through Facebook "Like" buttons, twitter, google+ and others. Some of these platforms may enable interaction with your personal account on these platforms.

We have no control over these platforms or the modifications to your profile caused by these services. You are responsible for modifying your privacy profile to establish rules about how your personal information is accessed and/or used by these platforms. You are responsible for ensuring that you read the terms and conditions of use and the privacy policies of any applicable social media platform. LCEC can accept no responsibility for any acts or omissions by any social media platform provider or your use of any social media platform.

Your concerns

If you have any concerns about material that appears on our site, please contact webmaster@londonconstructingexcellence.org.uk.

Thank you for visiting our site.