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## USE OF PLACE GROUP UK WEB SITES

**VERSION: LSHG13UWSPGUK01**



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## **USE OF PLACE GROUP UK WEB SITES**

### **Introduction**

These terms of use govern your use of our websites. By using our websites you agree to these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our websites.

We may update these terms from time to time by posting a new version on our websites.

You must be at least 18 years of age to use our websites. By using our websites and by agreeing to these terms, you warrant and represent that you are at least 18 years of age.

### **Licence to use websites**

Unless otherwise stated, we (and/or our licensors) own the intellectual property rights in our websites and the material on our websites, including, without limitation, the text, computer code, artwork, photographs, images, music, audio material, video material and audio-visual material.

We grant to you a worldwide, non-exclusive, royalty-free, revocable licence to:

- 1 View our websites and the material on our websites on a computer or mobile device via a web browser;
- 2 Copy and store our websites and the material on our websites in your web browser cache memory;
- 3 Print pages from our websites for your own personal and non-commercial use.

We do not grant you any other rights in relation to our websites or the material on our websites.

All other intellectual property rights are reserved, in particular you must not:

- 1 Republish material from our websites (including republication on another website);
- 2 Sell, rent or sub-license material from our websites;
- 3 Show any material from our websites in public;
- 4 Reproduce, duplicate, copy or otherwise exploit material on our websites for a commercial purpose;
- 5 Edit or otherwise modify any material on our websites.

We take the protection of our intellectual property rights very seriously. If we discover that you have used our websites and/or the material on our websites in contravention of the licence above, we may bring legal proceedings against you, seeking monetary damages and/or an injunction. You could also be ordered to pay legal costs.

### **Acceptable use of websites**

You must not use our websites in any way that causes, or may cause, damage to our websites or impairment of the availability or accessibility of our websites; 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 our websites 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 our websites without our express written consent.

You must not use our websites to transmit or send unsolicited commercial communications.

You must not use our websites for any purposes related to marketing without our express written consent.

### **Linking policy for websites**

Links pointing to our websites should not be misleading. Appropriate link text should always be used in links pointing to our websites.

You must not use our logo to link to our websites (or otherwise) without our express written permission. You must not link to our websites using any inline linking technique. You must not frame the content of our websites or use any similar technology in relation to the content of our websites.

Our websites will include links to other websites owned and operated by third parties. These links are not endorsements or recommendations. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

You agree that, should we request the deletion of a link to our websites that is within your control, you will delete the link promptly.

If you would like us to remove a link to your website that is included on our websites, please contact us using the contact details below. Note that unless you have a legal right to demand removal, such removal will be at our discretion.

### **Restricted access**

Access to certain areas of our websites is restricted. We reserve the right to restrict access to other areas of our websites, or indeed to all of our websites, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our websites or other content or services, you must ensure that the password is kept confidential.

You must notify us in writing immediately if you become aware of any unauthorised use of your account or password. You are responsible for any activity on our websites arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

You must not use any other person's user ID and password to access our websites unless you have that person's express permission to do so. We may disable your user ID and password at any time in our sole discretion with or without notice or explanation.

### **User content**

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your content (material including, without limitation, text (including references and testimonials), images, audio material, video material and audio-visual material) that you submit to our websites, for whatever purpose in any existing or future media. You also grant to us the right to sub-license these rights and the right to bring an action for infringement of these rights.

You warrant and represent that your content will comply with these terms of use.

Your 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 us or a third party (in each case under any applicable law).

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

We reserve the right to edit or remove any material submitted to our websites, or stored on our servers, or hosted or published upon our websites.

Notwithstanding our rights under these terms of use in relation to your content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our websites.

### **Limited warranties**

We do not warrant the completeness or accuracy of the information published on our websites; nor do we commit to ensuring that our websites remain available or that the material on our websites is kept up to date.

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our websites and the use of our websites (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

### **Websites containing information about property law**

Some of our websites may contain general information about property law. The information is not advice and should not be treated as such. Any legal information on our websites is provided without any representations or warranties, express or implied.

We do not represent or warrant that any legal information on our websites will be constantly available or available at all or that any legal information on our websites is complete, true, accurate, up to date or non-misleading.

No lawyer-client, solicitor-client or attorney-client relationship shall be created through the use of our websites. You must not rely on any legal information on our websites as an alternative to legal advice from your lawyer or other professional legal services provider. If you have any specific questions about any legal matter, you should consult your lawyer or other professional legal services provider. You should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of any legal information on our websites.

### **Limitations and exclusions of liability**

Nothing in these terms of use will:

- 1 Limit or exclude our or your liability for death or personal injury resulting from negligence;
- 2 Limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- 3 Limit any of our or your liabilities in any way that is not permitted under applicable law;
- 4 Exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this section and elsewhere in these terms of use:

- 1 Are subject to the preceding paragraph;

- 2 Govern all liabilities arising under these terms of use or in relation to the subject matter of these terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you:

- 1 In respect of any losses arising out of any event or events beyond our reasonable control;
- 2 In respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill;
- 3 In respect of any loss or corruption of any data, database or software;
- 4 In respect of any special, indirect or consequential loss or damage.

### **Indemnity**

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

### **Breaches of these terms of use**

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

### **Assignment**

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms 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 terms of use.

### **Severability**

If a provision of these terms 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.

### **Exclusion of third party rights**

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

### **Entire agreement**

Subject to any restrictions on our ability to limit and exclude liability, these terms of use, together with our [privacy policy](#), [cookie policy](#), [anti-spam policy](#) and our [terms of business](#) constitute the entire agreement between you and us in relation to your use of our websites and supersede all previous agreements in respect of your use of our websites.

### **Law and jurisdiction**

These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Contacting us**

If you have any questions about these terms, please contact us:

By email      [hanoversquare@placegroupuk.co.uk](mailto:hanoversquare@placegroupuk.co.uk)  
By fax         020 3137 1166  
By post        Place Group UK 17 Hanover Square London W1S 1HU  
By phone      020 3137 6677

Refer to our [internet statutory information](#) for further details.

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**(c) Place Group UK / The London Student Group**