

## Terms of Website Use

These terms of use (together with any documents referred to) tell you the terms under which you may make use of The Surrey County Council Innovation Portal (**our site**), whether as a guest or an account holder. Use of our site includes accessing, browsing, or registering an account with our site. Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site.

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. We recommend that you print a copy of these terms for your future reference.

## Other Applicable Terms

These terms of use refer to the following additional terms, 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.

If you choose to submit a Solution or Idea in response to a posted challenge, or independently of any challenge posted by the Council, these Terms and Conditions will apply.

## Information About Us

Surrey County Council (the Authority) is the body responsible for the delivery of a wide-range of statutory and non-statutory services within the borders of the county of Surrey, not delivered by local Borough and District authorities. The Surrey Innovation Portal is provided for the purpose of enhancing the Authority's ability to deliver innovation to the services delivered to residents in closer partnership and cooperation with suppliers.

## Changes to These Terms

We may revise these terms of use from time to time. Please check these terms each time you use our site to ensure that you understand the terms that apply.

## Changes to Our Site

We may update the Surrey Innovation Portal from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## Accessing Our Site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. 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.

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 of use and other applicable terms and conditions, and that they comply with them.

## Account Creation

In creating an account on this site, you agree:

- To use this site to submit Ideas / solutions in response to specific challenges posted by the Authority, or to submit ideas / solutions that you would like the Authority to consider in relation to services / activities for which the Authority is directly or indirectly responsible for or involved in. You agree that that you will **not** use this site:
  - to submit any complaint
  - to harass or cause to be harassed any employee of the Authority
  - for any other use deemed not to be an appropriate use of the website by the Authority
- To not use any copyright, trademark or Intellectual Property for which you do not have permission, authority or right to use or share.
- The submission of any material for which you hold the copyright, trademark or Intellectual Property rights or have the authority to use and share, automatically grants permission to the Authority to use and distribute the material internally, for the purpose of evaluation and investigation of the submission made by you.
- Where it is shown that submission of copyright, trademark or material covered by Intellectual Property rights for which you do not hold rights or have explicit permission to use and share the material, that submission shall be removed and the associated account blocked from further use. In this instance, the Authority reserves the right to forward any pertinent material and details, including personal details associated with the account, to the relevant law enforcement authorities.

## Your Account and Password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us through [innovation@surreycc.gov.uk](mailto:innovation@surreycc.gov.uk)

## Intellectual Property Rights

Surrey County Council is 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.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content 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 content on our site must always be acknowledged.

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

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.

## No Reliance On Information

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the 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.

## 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 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.

Please note that we only provide our site for domestic and private use only. 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.

### Viruses

We do not guarantee that our site will 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.

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.

### 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.

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.

If you wish to make any use of content on our site other than that set out above, please contact us through [innovation@surreycc.gov.uk](mailto:innovation@surreycc.gov.uk)

### Third Party Links and Resources in 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.

### Contact Us

If you would like to contact us, please do so through [innovation@surreycc.gov.uk](mailto:innovation@surreycc.gov.uk)

Thank you for visiting our site.