

Legal Notice Last Revised January 2017

## 1. Introduction

1.1 These terms and conditions govern your access to and use of the HRNet website under the domain name [www.hrnet.cranfieldtrust.org](http://www.hrnet.cranfieldtrust.org) (the "Website") and any correspondence by email between us and you. Please take the time to read these terms and conditions carefully. By registering, accessing and using the Website you accept and agree that you are entering into a contract with us on these terms and conditions and that they shall apply to your use. If you do not wish to be bound by these terms and conditions, you may not register to use the Website or continue to use the Website.

1.2 This Website is owned and operated by The Cranfield Trust (the "Trust"). The Trust's registered office is at Cranfield University, Cranfield, Bedford, MK43 0AL, registered charity number 800072.

1.3 If you have any queries relating to your registration with and use of the Website, please email [hrnet@cranfieldtrust.org](mailto:hrnet@cranfieldtrust.org)

## 2. General Terms of Use and Changes

2.1 You agree, if requested by us, to provide us with a signed copy of these terms and conditions.

2.2 We reserve the right, at our discretion, to:

(a) Amend, update or make other changes or corrections to any part of the terms and conditions at any time without notice;

(b) Change the Website and/or the content or services including eliminating or discontinuing any content, service or feature of the Website;

(c) Change any fees or charges for the use of the Website.

You will be bound by any such changes. Such changes will either be notified to you by email or posted on the Website. Changes in this manner shall be deemed to have been accepted by you if you continue to use the Website after a period of 2 (two) weeks from the date of transmission of the email or of posting on the Website, whichever occurs later. If you do not wish to be governed by the new version of the terms and conditions, you must notify us on or before the date when the new version is to take effect and from that date you must cease to use the Website. Therefore, please check these terms periodically for changes. You can determine when the terms and conditions were last revised by checking the "Last Revised" legend at the top of these terms and conditions.

PLEASE PRINT AND RETAIN A COPY OF THESE TERMS AND CONDITIONS AND ANY REVISED VERSION FOR YOUR RECORDS.

### 3. Registration

3.1 In order to register with the Website you are required to submit a number of details including details of the organisation, its history and aims and personal information such as name, title and position.

3.2 If you have any queries about your details on the Trust's database, please email [hrnet@cranfieldtrust.org](mailto:hrnet@cranfieldtrust.org) . If your registration is accepted, you will become a Member and entitled to use the Website subject to these terms and conditions. You will be issued with a password. You shall not disclose your password to anyone.

3.3 We may suspend and/or terminate (either in whole or in part) your use of any user name, password or this Website immediately for any reason.

### 4. Subscription Fees

Use of the Website is currently free of charge for Members.

### 5. Permitted Use

You are permitted to use the Website for your organisation's personal, non-commercial purposes only.

### 6. Website Availability

While we endeavour to ensure that the Website is normally available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may from time to time be suspended and without notice.

### 7. Data protection and privacy

Please see below for our data protection and privacy policy which forms part of the terms and conditions. The Privacy Policy describes how we treat personally identifiable information provided to us when you use the Website and our and your rights and obligations with respect to such information.

### 8. Cookie Policy

Please see below for our Cookie policy

## 9. Intellectual Property

9.1 All intellectual property rights in the design and layout of the Website and the material and information published on the pages of the Website, including, but not limited to, copyright and rights in registered and unregistered trademarks, are owned by or licensed to the Trust.

9.2 You may print or download extracts from the Website and these pages for your personal use only. All copies remain subject to these terms and conditions and intellectual property notices must be kept intact.

9.3 Save as may be incidental to you obtaining authorised access to the content on the Website and save as permitted by Clause 9.2 above, you must not reproduce, download, transmit or retransmit, manipulate or store on paper, electronically (including, but not limited to, any database or any part of the Internet), CD Rom or other offline product or on any other format in whole or in part the design and layout of the Website or the information or material published on it. In particular, no part of the Website or its contents may be distributed or copied for any commercial purpose, for any purpose related to your business activities or for any reason other than for your personal use and you may not incorporate any part of the Website, its content or any information obtained from it into any report or other business document. Modification of the Website or any content information extracted from it (including, without limitation, use on any other website or networked computer environment) is strictly prohibited and is a breach of proprietary rights in that material.

9.4 We cannot guarantee that you have any right to use third party-owned content which is linked to the website and you must obtain permission from the third party owner before using or downloading such content.

9.5 The Cranfield Trust and HRNet names and logo are proprietary trademarks of the Trust. Such logos and trademarks may not be used or reproduced without our prior written consent. All other trademarks appearing on the website are trademarks of their respective owners. We claim no ownership in, nor any affiliation with, any third party names or trademarks appearing on the website. Such third party names and trademarks are used only to identify the products and services of their respective owners, and no sponsorship or endorsement on the part of the Trust should be inferred from the use of these marks.

9.6 You may not create hypertext links to or otherwise link to this Website or mirror or frame it, without the prior written consent of the Trust, such permission to be given or withheld at the Trust's absolute discretion.

## 10. Confidentiality

You undertake that you shall not at any time disclose to any person or entity any confidential information concerning the business, affairs, customers, clients or suppliers of The Cranfield Trust or of any member charity using its website, except as may be required by law, court order or any governmental or regulatory authority.

## 11. Community Rules

11.1 The purpose of the Website is to provide you with a forum for requesting views from our volunteers (the "Trust Volunteers") and other Members and for exchanging thoughts and ideas with other Members in relation to human resource problems.

11.2 Any content added or submitted by you to the Website remains your intellectual property. By adding or submitting content to the Website you grant the Trust an unrestricted worldwide licence to use and exploit the material however it sees fit (including, without limitation, publication on the Website) and for other Members to use it in an unrestricted manner.

11.3 As a Member you agree to abide by the Community Rules in this Clause 11.

11.4 You are prohibited from posting or transmitting to or from the Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences and/or approvals (including, without limitation, from the owners of the copyright in the material that is to be posted); or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party;

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or

(e) which constitutes a breach of your own internal policies.

11.5 When posting questions or responses to questions to the Website please ensure that:

(a) your postings are written in generic terms and safeguard the anonymity of any third parties who might be the subject of such posting. It is important that you do not provide details which identify individuals or cases when discussing professional issues on or via the Website

(b) you are concise, civil, tasteful and relevant

(c) your questions and responses are concerned with requesting and offering helpful advice, commenting on current practice issues, and sharing information and experience on relevant professional subjects

(d) you are careful when using ambiguous language or humour that may inadvertently offend

(e) you are patient and supportive of other Members

(f) you do not make unwarranted criticism, abusive or libellous comments about other people or organisations, commercial or non-commercial

(g) you do not advertise your services, or the services of any company or organisation with which you are associated

(h) you do not include any personal contact information (e.g. telephone, email, company) within the body of your posting (although you may publish your own personal contact information in the “Active Participants” section of the Website)

(i) you do not distribute text or graphics that are copyright protected unless you have clear permission to do so

(j) if you quote a book, journal, web site or other reference please clearly state your source.

11.6 Other than personally identifiable information (which is covered under our Privacy Policy) any material you transmit or post to the Website (including without limitation, queries, comments, ideas) shall be considered by us to be non-confidential. Therefore, you must notify us (by placing a suitable note in your entry) of any posting that you wish to keep confidential. Items notified as confidential in this way will not be posted on to the Website or circulated to other Members. They will, however, be shared with a Trust Volunteer and the Trust Volunteer’s response will be communicated to you directly.

11.7 When you post a question to this Website, it will be shared with other Members and we will encourage the other Members to share their knowledge and experience. The question will also be referred to a Trust Volunteer who will try to respond to your query. Such responses will be posted on the Website.

11.8 You may not misuse this Website (including, without limitation, by hacking) and you may not use this Website or any of the content for any unlawful purpose. While using this Website and the content you agree to comply with all applicable laws, rules and regulations.

11.9 We will fully cooperate with any law enforcement authorities, regulatory authorities, or court order requiring us to locate anyone posting or transmitting any material in breach of the provisions in this Clause.

11.10 If you feel that any behaviour in the community of Members is unacceptable for any reason, please email [hynet@cranfieldtrust.org](mailto:hynet@cranfieldtrust.org). to raise your concerns.

## 12. Disclaimers

12.1 Accuracy, errors and omissions The Trust endeavours to ensure that the information it provides through its Website is accurate but accepts no liability for any errors and omissions, or for misuse of copyright or personal information in breach of the Member Community Rules.

12.2 Opinions. The Trust reserves the right to remove content without notice (including, without limitation, postings which in the Trust’s opinion do not observe the Member Community Rules and/or to prevent persistent abusers from adding further contributions). The Trust does not guarantee that a response to a query will be received or that it will be received within any particular timeframe. The Website merely provides an informal platform for discussion of issues and allows you to browse within subject areas and a list of latest discussion threads. It also allows you to give your fellow professionals the benefit of your views.

12.3 Defects. The Trust seeks to maintain the Website generally, but is not responsible for any defects or failures associated with it, or any damages (including without limitation lost profits or consequential damages) that may result from any such defects or failures.

12.4 Seeking of Professional Advice The material and information (including without limitation discussion threads) contained on or provided through the Website is for general information only and does not constitute any form of advice or recommendation by the Trust or the Trust Volunteers and should not be construed as such (even if posted in direct response to a query raised by you). Further the Trust is not able to moderate material placed on the Website by Members or Trust Volunteers (including material such as HR policies). Such material is used at the Member's own risk and responsibility and the Trust accepts no liability for such material or the consequences of its use.

The opinions and views expressed on this Website are those of the individual Trust Volunteers and Members and are not necessarily those of the Trust. The material and information (including without limitation discussion threads) do not constitute or replace professional advice (be it legal or otherwise). You should not rely on the material or information on the Website as a basis for making any business, legal or other decision or for taking any actions or failing to take any such actions. You should seek appropriate independent advice before making any such decisions or taking or deciding not to take any such action. You agree that you will not act or refrain from acting based on any of the content or views or opinions expressed on the Website without first seeking the advice of a competent professional. Further the Trust does not recommend or endorse any specific test, product, procedure, service or information that may be mentioned, linked or referred to on the Website.

### 12.5 Your Responsibilities

You agree your use of the Website and of any content on it or provided through it is at your sole discretion and risk. You acknowledge that you are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Website and all charges related thereto.

Whilst all content available on the Website has been passed through a virus checker, the Trust does not accept any liability or responsibility for viruses or other technically harmful material introduced with this content. You must ensure that any content (including, without limitation any software) downloaded from the Website, or from any third party link, to your computer is suitable for use on your computer and is free from viruses and other items of a destructive nature. You will be solely responsible for any damage to your computer system or loss of data that results from or is caused by any such content or download.

### 12.6 No Warranties

The Trust endeavours to ensure the accuracy and completeness of the content of this Website. However, the Website and its content may not be up to date, accurate or complete and the Trust makes no commitment to update, correct or complete such content.

The Trust accepts no liability for the accuracy or completeness of, or the results obtained from the use of the Website or its content. In addition, the Trust does not warrant or represent on the Website is free of viruses or that it does not contain any material which is defamatory, obscene or illegal in any way. The Website and its content are provided on an "as is" and "as available" basis and

you use it at your sole risk. Accordingly, to the maximum extent permitted by law, we make the Website and the content and the discussion platform available to you on the basis that we exclude all representations, warranties, undertakings, conditions and other terms (whether express or implied) in relation to the Website and its content (including, without limitation, the timeliness, currency, accuracy, completeness or fitness for any particular purpose of such content and the availability, security and freedom from errors, viruses and other harmful components of the Website and its content or that defects will be corrected) which but for this disclaimer might have effect in relation to the Website and/or its content.

12.7 Third Party Links Our Website may contain links to third party sites. Such links are provided as a convenience to our Members. If you use these links you leave the Website. You use such links and other Websites entirely at your own risk. We have not reviewed these websites and have no control over or responsibility for them, and the Trust accepts no responsibility for the sites (including without limitation for their availability, accuracy, content or use of such websites or information contained on them). Such websites are not endorsed or sponsored by the Trust.

12.8 The Trust's Liability In no circumstances will the Trust (or any of its officers, directors, employees, consultants, Trust Volunteers or agents) be liable to you or any other third parties for any loss or damage (whether direct or indirect, including without limitation loss of profits, loss of opportunity, incidental, special, consequential or exemplary loss or damage or any loss of income, goodwill, use, or data) resulting from or in any way connected with your use of the Website or its content or your reliance on such content or of any websites and materials linked to the Website, whether caused by negligence, misrepresentation, breach of any statutory duty, breach of contract or otherwise. The Trust does not limit or exclude its liability for death or personal injury resulting from their negligence, fraud or for any liability which cannot be excluded or limited under law. Your sole remedy for dissatisfaction with the Website, the content or any linked sites is to stop using the Website.

In no event shall our aggregate liability to you in any year of your membership, in respect of your use of the Website and the content for all damages, losses, and causes of action whether in contract, tort (including, but not limited to, negligence), or otherwise exceed the amount paid by you, if any, in the previous twelve months for accessing this Website.

The Website is solely directed at charitable organisations in England & Wales. We make no representation that the material and information available on or through the Website is appropriate or available for use in other locations. Those who choose to access the Website from other locations or in respect of charitable activities in other locations do so at their own risk and are responsible for compliance with the local laws if and to the extent local laws apply. We reserve the right to limit the availability of the Website and/or its content to any person, geographic area or jurisdiction at any time in our sole discretion.

### 13. General

13.1 The Trust reserves the right to assign or transfer all or any of its rights and obligations under these terms and conditions to any third party. In the event of assignment or transfer, notification will either be given to you by email or posted on the Website.



13.2 Failure by the Trust to exercise or enforce any right conferred upon it shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of that or any other right on any later occasion.

13.3 These terms are governed by, and will be interpreted in accordance with, English law. The English courts shall have exclusive jurisdiction to settle any claim or dispute which may arise out of or in connection with these terms and conditions.

13.4 If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

13.5 Nothing in these terms and conditions shall be deemed to grant any rights or benefits to any person other than the Trust (and our successors, assigns and licensees) and you or entitle any third party to enforce any of these terms and conditions and none of these terms and conditions shall be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

13.6 This is the entire agreement between you and us relating to the subject matter covered by these terms and conditions and shall not be modified by you except in writing, signed by you and us.

#### 14. Breach by you of the terms and conditions

14.1 If you breach any of these terms and conditions, your permission to use the Website automatically terminates and you must immediately destroy any downloaded and/or printed extracts from the Website together with your password.



## Cranfield Trust Data Protection and Privacy Policy

[22 June 2011]

1.1 This is a legal document that describes how the Trust handles data which identifies you or others. This Privacy Policy forms part of the terms and conditions and you should read it in conjunction with the terms and conditions.

1.2 Your name and the identity of the organisation you work for or represent will be disclosed by the Trust through HRNet to other HRNet users, for the purpose of introducing you and when you make a posting, unless you notify the Trust otherwise in writing when you send your completed HRNet application form.

1.3 Any personal information provided by you to the Trust through your registration with and use of this Website will only be used for the following purposes by the Trust:

- (i) updating and enhancing Membership records;
- (ii) defining areas of interest to you and improving the Website to meet users' habits and requirements and compiling information relating to users' movements across the Website;
- (iii) delivering services to you, processing payments, communicating with you about products and services and generally maintaining your account;
- (iv) advising you of other products and services provided by the Trust or third parties which may be of interest (including, without limitation, our Project work);
- (v) sharing with third parties for the purpose of those third parties promoting and marketing their products and services to you; (vi) sending you regular or occasional emails (including a regular weekly newsletter) which you can decide at any time not to receive by emailing [hrnet@cranfieldtrust.org](mailto:hrnet@cranfieldtrust.org) with the subject "Unsubscribe"
- (vii) sending you details by post about the Trust's products and services. You will be given the opportunity to opt-out of receiving such information when we collect your personal data on the Website; (viii) sharing with other parts of the Trust for any purpose.

1.4 The Trust will not make this information available to third parties outside the Trust except:

- (i) for purposes (ii), (iii), (iv) and (v) above;
- (ii) to provide information (including without limitation statistical and demographic information) relating to the Website and its Members (which may include personal information) to third party organisations for any reason (including without limitation publicity and surveys); or (iii) in connection with the assignment or transfer of all or any of the Trust's rights and obligations to any other third party or successor organisation.

1.5 By proceeding to register with the Website or otherwise submitting your personal data via the Website and/or the Trust's application forms, you are consenting to the processing of your personal data for the purposes and by the means set out in Sections 1.2 and 1.3 of this Privacy Policy.

1.6 The Trust will take reasonable steps to create an accurate record of any personal data you have submitted through the Website. However, the Trust does not assume responsibility for confirming the ongoing accuracy of your personal data. You can amend your personal data by making amendments in the "Active Participants" section of the Website.

1.7 This Privacy Policy statement relates solely to the information provided by you on or via the Website or otherwise on the Membership application form. This information includes your registration details, additional information that you choose to submit, and information which the Trust gathers by tracking your movement across the Website.

1.8 Please see below for our cookie policy.

### 1.9 Opt-out Policy

(a) You may have your registration details removed at any time. To remove yourself please email [hrnet@cranfieldtrust.org](mailto:hrnet@cranfieldtrust.org) and we will remove all your details from the Website.

(b) We provide Members with the opportunity to opt-out of receiving emailed Newsletters which they have previously opted to receive. This opt-out can be effected by emailing [hrnet@cranfieldtrust.org](mailto:hrnet@cranfieldtrust.org)

1.10 Disclosure for legal reasons We reserve the right to communicate such of a Member's personal information as we hold to third parties which seek the disclosure of it, and which make a legally-compliant request for its disclosure.

1.11 Data Retention Period We will retain your personal data only as long as is necessary for the purposes to which you consent under the HRNet Terms and Conditions and this Privacy Policy, or as is required by applicable law, and then we will delete it.

1.12 Contacting the Trust If you have any questions about this privacy statement, the practices of this site, or your dealing with the Trust, you can contact us at: The Cranfield Trust, Court Room Chambers, 1 Bell Street, Romsey, Hants., SO51 8GY or telephone 01794 830338 or email [hrnet@cranfieldtrust.org](mailto:hrnet@cranfieldtrust.org) You can also use this address if you wish to request from the Trust a copy of the personal data we hold about you or a description of that data. Please note that by English law we are entitled to charge you a small sum for providing this information.

1.13 Link to third party sites Our site contains links to other sites. The Trust is not responsible for the privacy practices, or the content of those websites.

1. Cookies A cookie is a text-only string of information that a Website transfers to the cookie file of the browser on your computer's hard disk so that the Website can remember who you are. A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a value, usually a randomly generated unique number. Cookies can help a Website to arrange content to match your preferred interests more quickly and are used by most major Websites. Cookies cannot be used by themselves to identify you. More information about cookies is available at <http://www.cookiecentral.com/cm002.htm>.

### 2. How we use cookies on our Website and what information we collect:

The only type of cookies used on the HRNet Website are “session cookies”. Session cookies are temporary cookies that remain in the cookie file of your browser until you leave the Website.

We may use session cookies:

- (i) to help us to authenticate you as a registered user, giving you access to your user profile and certain otherwise inaccessible areas of the Website;
- (ii) to track the number of visits to the Website;
- (iii) to compile anonymous statistics that allow us to understand how users use our Website such as details of the pages visited per session on the Website and the number of return visits to the Website (we cannot identify you personally in this way); and
- (iv) to enable basic personalisation of the Website.

3. In order to access and use our Website, you will be required to affirm and signify your consent to our using cookies as set out in these terms by ticking the box on the login screen of the HRNet website

4. Disabling/enabling cookies You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of our site if cookies are disabled. Information on how disable/enable cookies is available at <http://www.cookiecentral.com/faq/>