Terms & Conditions

Electrification Skills Network (ESN) Terms of Use

Who we are and how to contact us

CU Services Limited, company number 06641089 (CUS), a subsidiary of Coventry University, operates the Electrification Skills Network (ESN) – who work to collaboratively align industry and skill providers, facilitating the development of a dynamic electrification skills framework, integrating initiatives and accelerating best practices: <u>https://www.electrificationskillsnetwork.co.uk/</u> (the Electrification Skills Network ESN).

To contact us, please email info@electrificationskillsnetwork.co.uk.

By using the Electrification Skills Network (ESN) you accept these Terms of Use

By using the Electrification Skills Network (ESN), 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 the Electrification Skills Network (ESN).

These Terms of Use apply to all users of the Electrification Skills Network (ESN) – including visitors to the Electrification Skills Network (ESN) and users who also create an account with us to or users who sign up on behalf of their organisation. We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These Terms of Use refer to the following additional terms, which also apply to your use of the Electrification Skills Network (ESN):

- Our Privacy Policy
- Our Cookie Policy

We may make changes to these terms

We amend these Terms of Use from time to time. Every time you wish to use the Electrification Skills Network (ESN), please check these terms to ensure you understand the terms that apply at that time.

We may make changes to the Electrification Skills Network (ESN)

We may update and change the Electrification Skills Network (ESN) from time to time to reflect changes to our offering, our users' needs, and our business priorities.

Fees and payment

The Electrification Skills Network (ESN) is made available free of charge to visitors of the Electrification Skills Network (ESN) and and those engaging with ESN community activities

We may suspend or withdraw the Electrification Skills Network (ESN)

We do not guarantee that the Electrification Skills Network (ESN), or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Electrification Skills Network (ESN) for business and operational reasons. We will try to give reasonable notice of any suspension or withdrawal.

It is our users' responsibility to ensure that you keep copies of content that you have posted on the Electrification Skills Network (ESN). We have no obligation to store, maintain, or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law or in accordance with our privacy policy. All users are responsible for ensuring that all persons who access the Electrification Skills Network (ESN) through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these Terms of Use to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

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 at <u>info@electrificationskillsnetwork.co.uk</u>.

How you may use material on the Electrification Skills Network (ESN)

We are the owner or the licensee of all intellectual property rights in the Electrification Skills Network (ESN), and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Visitors and Individual Members may download extracts, of any page(s) from the Electrification Skills Network (ESN) for non-commercial personal use. Providers may use the material posted on the Electrification Skills Network (ESN) in accordance with their applicable Provider terms and conditions.

You must not modify any 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 the Electrification Skills Network (ESN) must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on the Electrification Skills Network (ESN) for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy, download, share or repost any part of the Electrification Skills Network (ESN) in breach of these terms of use, your right to use the Electrification Skills Network (ESN) will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise, or permit any text or data mining or web scraping in relation to the Electrification Skills Network (ESN) or any services provided via, or in relation to, the Electrification Skills Network (ESN). This includes using (or permitting, authorising, or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process, or methodology to copy, or republish any portion of the site or any data, content, information, or services accessed via the same.
- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process, or methodology that is used to access or monitor the site or any data, content, information, or services should adhere to the rules published at <u>https://electrificationskillsnetwork.co.uk/robots.txt</u>.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes patterns, trends, and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Information on the Electrification Skills Network (ESN)

The content on the Electrification Skills Network (ESN) 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 the Electrification Skills Network (ESN). It is the Course Providers' and Job Providers' responsibility to ensure that their information on the Electrification Skills Network (ESN) is up to date. We make no representations, warranties, or guarantees, whether express or implied, that the content on the Electrification Skills Network (ESN) is accurate, complete, or up to date. The aim of the Electrification Skills Network (ESN) is to work to collaboratively align industry and skill providers, facilitating the development of a dynamic electrification skills framework, integrating initiatives and accelerating best practices. We are not responsible for the actions or services provided by any Provider or the conduct of any other user of the Electrification Skills Network (ESN).

We are not responsible for websites we link to

Where the Electrification Skills Network (ESN) contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

The Electrification Skills Network (ESN) may include information and materials uploaded by other users, including to social media pages, video-sharing sites, bulletin boards, and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Electrification Skills Network (ESN) do not represent our views or values.

How to complain about or report content

If you wish to complain about any content, please contact us at info@electrificationskillsnetwork.co.uk.

Our responsibility for loss or damage suffered by you

Whether you are a consumer (individual visitor or Individual Member) or a business user (including visitors, Course Providers, and Job Providers):

• We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any membership services to you, which will be set out in our Membership Terms.

If you are a business user (including visitors, Course Providers, and Job Providers):

We exclude all implied conditions, warranties, representations, or other terms that may apply to the Electrification Skills Network (ESN) or any content on it.

We will not be liable to you 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, the Electrification Skills Network (ESN); or
- Use of or reliance on any content displayed on the Electrification Skills Network (ESN).

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 user (individual visitor or Individual Member):

Please note that we only provide the Electrification Skills Network (ESN) for domestic and private use. You agree not to use the Electrification Skills Network (ESN) 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.

Acceptable Use Restrictions

You must:

- Not use the Electrification Skills Network (ESN) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously;
- Not infringe our intellectual property rights or those of any third party in relation to your use of the Electrification Skills Network (ESN), including by the submission of any material (to the extent that such use is not licensed by these Terms of Use);
- Not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Electrification Skills Network (ESN);
- Not use the Electrification Skills Network (ESN) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

• Not collect or harvest any information or data from the Electrification Skills Network (ESN) or our systems or attempt to decipher any transmissions to or from the servers running the Electrification Skills Network (ESN).

Uploading content to the Electrification Skills Network (ESN)

Whenever you make use of a feature that allows you to upload content to the Electrification Skills Network (ESN), including as part of your profile or otherwise, or to make contact with other users of the Electrification Skills Network (ESN), you must comply with the Acceptable Use Restrictions.

You warrant that any such contribution does comply with those Acceptable Use Restrictions, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to the Electrification Skills Network (ESN) will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Electrification Skills Network (ESN) a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Electrification Skills Network (ESN) constitutes a violation of their intellectual property rights or of their right to privacy. We have the right to remove any posting you make on the Electrification Skills Network (ESN) if, in our opinion, your post does not comply with the Acceptable Use Restrictions.

If you wish to contact us in relation to content you have uploaded to the Electrification Skills Network (ESN) and that we have taken down, please contact info@electrificationskillsnetwork.co.uk.

You are solely responsible for securing and backing up your content.

You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

Rights you are giving us to use material you upload

When you upload or post content to the Electrification Skills Network (ESN), you grant us the following rights to use that content:

- A worldwide, non-exclusive, perpetual, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that usergenerated content in connection with the service provided by the Electrification Skills Network (ESN) and across different media including to promote the Electrification Skills Network (ESN) or the service;
- A worldwide, non-exclusive, perpetual, royalty-free, transferable licence for other users, partners or advertisers to use the content for their purposes in accordance with the objectives and functionality of the Electrification Skills Network (ESN).

We are not responsible for viruses and you must not introduce them

We do not guarantee that the Electrification Skills Network (ESN) will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes, and platform to access the Electrification Skills Network (ESN). You should use your own virus protection software.

You must not misuse the Electrification Skills Network (ESN) by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Electrification Skills Network (ESN), the server on which the Electrification Skills Network (ESN) is stored, or any server, computer, or database connected to the Electrification Skills Network (ESN). You must not attack the Electrification Skills Network (ESN) 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 the Electrification Skills Network (ESN) will cease immediately.

Rules about linking to the Electrification Skills Network (ESN)

You may link to our pages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on the Electrification Skills Network (ESN) other than that set out above, please contact info@electrificationskillsnetwork.co.uk.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter, and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.