

## Website terms and conditions

### 1. Introduction

- 1.1 These terms and conditions govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you submit any material to our website or subscribe to our newsletter, we may ask you to expressly agree to these terms and conditions.

### 2. Copyright

- 2.1 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights on our website and the material on our website are reserved.
- 2.2 Our website is protected by national and international laws and treaties, as are all materials on our website. The copying, publication, distribution, renting, lending, performing, displaying or adapting of our website or any material on our website is strictly prohibited unless we have expressly authorised this, whether by means of these terms and conditions or otherwise, and subject always to the mandatory requirements of applicable law.

### 3. Licences

- 3.1 The material on our website is subject to two different sets of licensing terms:
  - (a) the textual content of the blog posts published on our website is licensed under a Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International (CC BY-NC-ND 4.0) licence, the text of which can be read at: <https://creativecommons.org/licenses/by-nc-nd/4.0/legalcode.en>; and
  - (b) the other material on our website, and the use of the website, is subject to the licensing provisions set out in Sections 3.2 and 3.3 below.

3.2 You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) stream audio and video files from our website using the media player on our website; and
- (d) access our website feeds using any compatible feed reader or aggregator,

subject to the other provisions of these terms and conditions.

3.3 Unless you own or control the relevant rights in the material and subject to Section 3.1, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

#### **4. Suspension**

4.1 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website.

4.2 You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

#### **5. Social media platforms**

5.1 Our website includes features that enable users to interact with social media platforms – including Facebook, Twitter, YouTube, TikTok – directly from our website.

5.2 Using the social media features on our website, you may:

- (a) share content from our website; and
- (b) like or upvote content from our website.

- 5.3 You acknowledge that the use of the social media platforms is subject to the terms and conditions of the relevant platform operator and that the use of any personal data transferred to the platforms is subject to the privacy policy or notice of the relevant platform operator.
- 5.4 Subject to Section 11.1, we will not be liable to you for any loss or damage arising out of:
- (a) your use of any social media platform; and
  - (b) any act or omission of any social media platform operator.

## **6. Misuse of website**

- 6.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
  - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  - (c) hack or otherwise tamper with our website;
  - (d) probe, scan or test the vulnerability of our website without our permission;
  - (e) circumvent any authentication or security systems or processes on or relating to our website;
  - (f) use our website 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;
  - (g) 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 website without our express written consent, or use our website or any content on our website for training, testing or validating any machine learning or other artificial intelligence software, service or system;
  - (h) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;

- (i) use our website except by means of our public interfaces;
- (j) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing; or
- (k) do anything that interferes with the normal use of our website.

6.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

6.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## **7. Our rights to use your content**

7.1 In these terms and conditions, "your content" means your comments and all other works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website. (Although, for the avoidance of doubt, if you have entered into a written agreement to contribute to our blog or any of our offline publications, these terms and conditions will not govern such contributions.)

7.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media

7.3 You grant to us the right to sub-license the rights licensed under Section 7.2.

7.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 7.2.

7.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

7.6 We may delete, unpublish or edit any or all of your content at our discretion.

## **8. Rules about your content**

11.1 You warrant and represent that your content will comply with these terms and conditions.

11.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

11.3 Your content must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection law;
- (e) contain your own or any other person's personal information;
- (f) contain negligent advice or any negligent statement;
- (g) contain instructions for the commission of a crime, criminal activity or terrorist act; or incite, encourage, glamorise, promote or enable any crime, criminality or terrorism;
- (h) be in contempt of any court or in breach of any court order;
- (i) violate racial, religious or other anti-hatred or anti-discrimination laws;
- (j) violate official secrets laws;
- (k) as a result of its use in accordance with these terms and conditions, constitute a breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) contain instructions for self harm or drug or substance abuse; or incite, encourage, glamorise, promote or enable self harm, drug or substance abuse, or any eating disorder;
- (o) contain harmful or potentially harmful disinformation or misinformation, or be otherwise untrue, false, inaccurate or misleading;
- (p) contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;

- (q) unless we have expressly agreed otherwise, be posted for the purpose of direct or indirect financial gain;
- (r) contain spam;
- (s) be fraudulent or deceptive;
- (t) be harmful or liable to cause harm to any person;
- (u) be offensive, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory;
- (v) cause or be liable to cause annoyance, inconvenience or needless anxiety to any person;
- (w) contain swear words or profanities;
- (x) be unrelated to or intended to change the original subject matter of a post, discussion or conversation to which the content is appended;
- (y) contain hyperlinks to any content that is behind a paywall, or access to which requires users to register or log in; or
- (z) be in any language except English.

11.4 Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

11.5 You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.

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

## **9. Report abuse**

9.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

9.2 You can let us know about any such material or activity by email or using our contact form.

## **10. Limited warranties**

10.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date;
- (c) that the website will operate without fault; or
- (d) that the website or any service on the website will remain available.

10.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

10.3 To the maximum extent permitted by applicable law and subject to Section 11.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **11. Limitations and exclusions of liability**

11.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

11.2 The limitations and exclusions of liability set out in this Section 11 and elsewhere in these terms and conditions:

- (a) are subject to Section 11.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

- 11.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 11.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 11.5 We will not be liable to you 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.
- 11.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 11.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## **12. Indemnity**

- 12.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all 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) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

## **13. Breaches of these terms and conditions**

- 13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to our website;
  - (c) permanently prohibit you from accessing our website;
  - (d) block computers using your IP address from accessing our website;
  - (e) contact any or all of your internet service providers and request that they block your access to our website; and/or
  - (f) commence legal action against you, whether for breach of contract or otherwise.

- 13.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.

#### **14. Third party websites**

- 14.1 Our website may include hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 14.2 We have no control over third party websites and their contents, and subject to Section 14.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **15. Trade marks**

- 15.1 THE HISTORY OF PARLIAMENT TRUST, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 15.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

#### **16. Variation**

- 16.1 We may revise these terms and conditions from time to time.
- 16.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 16.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

#### **17. Assignment**

- 17.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

17.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **18. Severability**

18.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

18.2 If any unlawful and/or unenforceable provision of these terms and conditions 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.

## **19. Third party rights**

19.1 A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.

19.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **20. Entire agreement**

20.1 Subject to Section 11.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **21. Law and jurisdiction**

21.1 These terms and conditions shall be governed by and construed in accordance with English law.

21.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **22. Our details**

22.1 This website is owned and operated by The History of Parliament Trust.

22.2 We are registered charity in England and Wales under charity number: 1202089.

22.3 Our principal office is at 14-18 Old Street, London EC1V 9BH.

22.4 You can contact us:

- (a) by post, to the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on the contact number published on our website; or
- (d) by email, using the email address published on our website.