

Terms and disclaimer

Access to and use of 'www.manchester.gov.uk' - the "Site" is provided by the Manchester City Council (the "Council") subject to the following terms:

Our Contract

1. By using the Site you agree to be legally bound by these terms, which shall take effect immediately on your first use of the Site. If you do not agree to be legally bound by all the following terms please do not access and/or use the Site.
2. The Council reserves the right at any time without notice to revise the content of the Site (including the services offered by the Council) and these terms of use. Any changes to these terms of use will be posted on the Site and by continuing to use the Site following any such change you will signify that you agree to be bound by the revised terms. Please review these terms regularly to ensure you are aware of any changes.

Our Promises

3. The Council will permit you to access, use and interact with the Site subject to these terms of use.
4. The Council will exercise reasonable care in compiling the Site, use reasonable efforts to make the Site available to you at all times; and take the steps set out in our privacy policy to endeavour to secure any personal information you give us.

Exclusions and Limitations

5. The Council does not represent or warrant that access to the Site, or any part of it will be uninterrupted, reliable or fault free.
6. The Council does not represent or warrant to you that the Site or any of its contents will be accurate, complete or that the Site or the server that makes it available are free of viruses or bugs.
7. The Council does not represent or warrant that any services (whether or not provided by the Council) will be provided with due care and skill.
8. To the extent permitted by law, the Council excludes all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which the Council may otherwise have to you as a result of:
 - a. any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to the Site or any information on the Site;
 - b. the unavailability of the Site (or any part of it), goods or services;
 - c. any delay in providing, or failure to provide or make available, goods or services or any negligent provision of goods or services; or

d. any misrepresentation on or relating to the Site, the goods or the services (other than a fraudulent misrepresentation made by the Council or on its behalf).

9. The Council is providing the Site on an 'as is' basis and makes no representations or warranties of any kind with respect to the Site or its contents and disclaims all such representations and warranties. In addition the Council makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in the Site. The information contained in the Site may contain technical inaccuracies or typographical errors. All liability of the Council howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

10. Neither the Council nor any of its employees or other representatives will be liable for loss or damage arising out of or in connection with the use of the Site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of business; loss of opportunity; loss of goodwill or injury to reputation and claims of third parties.

11. None of the above exclusions shall affect any statutory rights, which are not capable of being excluded. However in such case the Council's obligation, where permitted by law, will be limited to the re-supply of the Site, good or service to you.

12. Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these terms of use.

Links to other sites

13. Certain links, including hypertext links, in the Site will take you outside the Site. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by the Council of the linked site, its operator or its content. The Council is not responsible for the content of any website outside the Site other than those listed in paragraph 10 below.

14. The Council operates other websites outside of the manchester.gov.uk domain, which may be linked from this site, These websites are covered by separate privacy policies (and terms of use).

Use of the Site

15. You agree that you will use the Site for your own personal purposes and that you shall not exploit the Site or any of its contents for any commercial purpose. Any other use of materials on the Site (including reproduction for purposes other than for own personal use) and alteration, modification, distribution, or republication without the Council's prior written permission is strictly prohibited.

Intellectual Property

16. All rights in the design, text, graphics and other material on the Site and the selection or arrangement thereof are the copyright, design rights and trademarks of the Council or other third parties. Nothing contained in these terms of use shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, design right or copyright of the Council or any other third party.

Information you provide

17. Where you are invited to submit any contribution to the Site (including any text, photographs, graphics, video or audio) by submitting your contribution (whether to a chat room, bulletin board or otherwise), you grant the Council a perpetual, royalty-free, irrevocable license to use, reproduce, modify, adapt, translate, create derivative works from, distribute, perform and display any content (in whole or part) you upload, post or email and / or to incorporate such content in other works in any form, media technology now and developed.

18. You acknowledge and agree that such material is not contributed subject to any obligation of confidence. If you do not want to grant to the Council the rights set out above, please do not submit your contribution to the Site.

On-line Conduct

19. You agree that you will not use any chat area or any part of the Site to:

- a. Upload, post or email any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- b. Harm minors in any way;
- c. Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or disguise the origin of any content;
- d. 'stalk' or otherwise harass another;
- e. collect or store personal data about other users;
- f. upload, post or email any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
- g. upload post or email any content that infringes any intellectual property rights of any party;
- h. upload, post or email any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters', or any other form of solicitation;
- i. upload, post or email any content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- j. disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the chat areas are able to type or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; or
- k. violate any applicable national or international laws or regulations.

20. You agree to indemnify the Council against all legal fees, damages and other expenses that may be incurred by the Council as a result of your breach of this warranty. You also waive any moral rights in your contribution for the purposes of its submission to and publication on the Site and the purposes specified above.

The use of your information

21. You agree that the Council may collect, store and use information about you in accordance with the Council's Privacy Policy. You acknowledge and agree to be bound by the terms of the Council's Privacy Policy.

Access

22. The Council reserves the right in its sole discretion to deny users access to the Site or any part of the Site without notice and to decline to provide the service to any user that is in breach of these terms of use.

General

23. If there is any conflict between these terms and specific terms appearing elsewhere on the Site then the latter shall prevail.

24. These terms of use (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to them or their formation) shall be governed by and interpreted in accordance with English law and, for these purposes, the parties irrevocably submit to the exclusive jurisdiction of English Courts.

25. The enforceability or otherwise of any provisions of these terms of use shall not affect the enforceability of the rest of these terms of use.

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