

WEBSITE TERMS OF USE AND ACCEPTABLE USE POLICY

1 About our terms

- 1.1 These terms and conditions of use (**Terms**) explain how you may use this website and any of its content (**Site**). These Terms apply between us, the website operator and you, the person accessing or using the Site (**you or your**).
- 1.2 You should read these Terms carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately.
- 1.3 These Terms apply to any parts of the Site, its functionality and content provided to you free of charge for information purposes only.
- 1.4 If you order any goods, services or digital content from the Site or if you buy a subscription or membership to access restricted parts of the Site, separate terms and conditions will apply as set out separately on this site.

2 Company Contact Details

- 2.1 Chartered Institute of Railway Operators 2nd Floor Beacon Building, Stafford Enterprise Park, Weston Road, Stafford ST18 0BF. hereinafter referred to as 'the Company', We, Us and Our.
- 2.2 Our email address is: info@railwayoperators.co.uk
- 2.3 Our contact telephone number is: 03333 440523

3 Using the site

- 3.1 We make no promise that the Site is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 3.2 We try to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us using the contact details at the top of this page.
- 3.3 As a condition of your use of the Site, you agree to comply with our **Acceptable Use Policy** available below and agree not to:
 - 3.3.1 misuse or attack our Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
 - 3.3.2 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.
- 3.4 We may prevent or suspend your access to the Site if you do not comply with these Terms or any applicable law.

4 Registration and password security

- 4.1 Use of the Site may require registration, particularly in order to access restricted areas of the Site.
- 4.2 We are not obliged to permit anyone to register with the Site and we may refuse, terminate or suspend registration to anyone at any time.
- 4.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 4.4 If we have reason to believe there is likely to be a breach of security or misuse of the Site through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 4.5 Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Notice published on this site.

5 Infringing content

- 5.1 We will use reasonable efforts to:
 - 5.1.1 delete accounts which are being used in an inappropriate manner or in breach of these Terms; and
 - 5.1.2 identify and remove any content that is unlawful, inappropriate, defamatory, infringes intellectual property rights or is otherwise in breach of our Acceptable Use Policy when we are notified of the same.
- 5.2 If you believe that any content which is distributed or published by the Site is unlawful, inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

6 Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy published on this Website, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

7 Ownership, use and intellectual property rights

- 7.1 The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site (**Content**) are owned by us and our licensors.
- 7.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

- 7.3 Nothing in these Terms grants you any legal rights in the Site or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Site or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.

8 Submitting information to the site

- 8.1 While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive or valuable.
- 8.2 Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

9 Accuracy of information and availability of the site

- 9.1 We try to make sure that the Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 9.2 We may suspend or terminate access or operation of the Site at any time as we see fit.
- 9.3 Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and its Content.
- 9.4 While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

10 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third-party site and is at your own risk.

11 Our responsibility to you

- 11.1 If we breach these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time these Terms were formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 11.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

- 11.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

12 Events beyond our control

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

13 No third party rights

No one other than us or you has any right to enforce any of these Terms.

14 Variation

- 14.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 14.

- 14.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

15 Complaints

- 15.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.
- 15.2 The laws of England and Wales apply to these Terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 15.3 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

WEBSITE TERMS OF ACCEPTABLE USE POLICY

16 About this Acceptable Use Policy

- 16.1 Together with our website terms and conditions of use above, this acceptable use policy governs how you may access and use this website and all associated web pages.
- 16.2 You should read this Policy carefully before using the Site.
- 16.3 By using the Site or otherwise indicating your consent, you agree to be bound by this Policy, which supplements our website terms and conditions of use. If you do not agree with or accept any part of this Policy, you should stop using the Site immediately.

- 16.4 If you have any questions about this Policy, please contact us using the contact details provided above.

17 Acceptable use

We permit you to use the Site only for own purposes and primarily for accessing information about us. Use of the Site in any other way, including any unacceptable use set out in this Policy, is not permitted.

18 Unacceptable use

- 18.1 As a condition of your use of the Site, you agree not to use the Site:

18.1.1 for any purpose that is unlawful under any applicable law or prohibited by this Policy or our website terms and conditions of use policy;

18.1.2 to commit any act of fraud;

18.1.3 to distribute viruses or malware or other similar harmful software code;

18.1.4 for purposes of promoting unsolicited advertising or sending spam;

18.1.5 to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

18.1.6 in any manner that disrupts the operation of our Site or business or the website or business of any other entity;

18.1.7 in any manner that harms minors;

18.1.8 to promote any unlawful activity (including but not limited to the promotion or sale of any unlawful goods or services);

18.1.9 to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;

18.1.10 to gain unauthorised access to or use of computers, data, systems, accounts or networks; or

18.1.11 to attempt to circumvent password or user authentication methods.

19 Linking and framing

- 19.1 You may create a link to our Site from another website without our prior written consent provided no such link:

19.1.1 creates a frame or any other browser or border environment around the content of our Site;

19.1.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site;

19.1.3 displays any of the trade marks or logos used on our Site without our permission or that of the owner of such trade marks or logos; or

19.1.4 is placed on a website that itself breaches this Policy.

19.2 We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

20 Using our name and logo

You may not use our trade marks, logos or trade names except in accordance with this Policy and our website terms and conditions of use..

21 Breach

We shall apply the terms of this Policy in our absolute discretion. In the event of your breach of this Policy we may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions or any other communication to users of our Site by you to law enforcement authorities or take any action we consider necessary to remedy the breach.