

## **Tees Archaeology Website Terms of Use**

### **1 Introduction**

1.1 [www.teesarchaeology.com](http://www.teesarchaeology.com) (the Site) is operated by Tees Archaeology, a shared service of Hartlepool and Stockton-on-Tees Borough Councils.

1.2 Use of the Site is on the terms contained in this document (Terms of Use). If you do not agree to these Terms of Use, stop using the site immediately. By accessing and using the site you are indicating your acceptance to be bound by these Terms of Use. They are a legal agreement between you and us and can only be amended with our consent.

1.3 We reserve the right to change these Terms of Use from time to time without prior notice by changing them on the site.

### **2 Accessing the Site**

2.1 We cannot guarantee that the Site will operate continuously or without interruptions or be error-free. You must not attempt to interfere with the proper working of the Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt the Site or any computer system, server, router or any other internet-connected device.

2.2 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site. You also understand that we cannot and do not guarantee or warrant that any content of the Site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the safety and reliability of data input and output.

2.3 We reserve the right, in our discretion, to withdraw, suspend or modify the Site or certain features or parts of the Site with or without notice to you, where we have reason to do so. There may also be times when the Site or certain features or parts of the Site become unavailable, whether on a scheduled or unscheduled basis. You agree that we will not be liable to you or to any third party for any withdrawal, modification, unavailability, suspension or discontinuance of the Site or any service available on or through the Site.

### **3 Using the Site**

3.1 You must use the Site and the information available from the Site responsibly. No such information may be used for or in connection with any unlawful, immoral or anti-social purpose, or in a manner which is or may be damaging to our name or reputation or prejudicial to any of the featured sites or properties, their owners or occupants.

### **4 Accuracy of Information**

4.1 We will use reasonable endeavours to ensure that information on the Site is accurate, but material included on the Site is not intended to amount to advice or authority on which reliance should be placed. In particular, the information from the

Historic Environment Record that is available on the Site should not be used by itself as the basis for planning or other management advice or recommendations. In all cases, the Historic Environment Record should be formally consulted to obtain additional relevant information and advice.

4.2 We make no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, quality or originality of any material and, to the fullest extent permitted by law, we accept no liability for any loss or damage caused by any reliance placed on such material by you or anyone to whom you communicate any information gained from such material.

4.3 We cannot guarantee that the Historic Environment Record will be available at all times. Use of our online data should not be taken to be an exhaustive or definitive enquiry of the resources.

4.4 If you find any inaccurate information on the Site then please report it to [tees-archaeology@hartlepool.gov.uk](mailto:tees-archaeology@hartlepool.gov.uk) and we will make any corrections necessary in a timely manner.

## **5 Intellectual Property Rights**

5.1 All content on the Site including but not limited to images, text, data and graphics is protected by copyright. We own copyright and/or database rights in the selection, coordination, arrangement and enhancement of such content, as well as in the original content.

5.2 Except as expressly set out in these Terms of Use, nothing in these Terms of Use shall give you any rights in respect of any intellectual property owned by us. You shall not assert or attempt to obtain any such rights and you shall not use, copy, reproduce, modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, our name, logos or other proprietary marks, or those of our partner organisations, or any of the content of the Site, in whole or in part, except as provided in these Terms of Use.

5.3 Use of material downloaded from the Site is restricted as follows. Except as otherwise expressly permitted by these Terms of Use or under copyright law, no copying, redistribution, retransmission or publication of downloaded material will be permitted without our express permission. In the event of any permitted exploitation, copying, redistribution or publication of copyright material, you shall ensure that the appropriate copyright notice acknowledging ownership of any copyright material is, to the extent that such ownership is indicated on the Site, reproduced in relation to all uses of such copyright material. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

5.4 The rights granted to you under these Terms of Use shall terminate immediately, and any permission, general or express, to download or reproduce material from the Site will be withdrawn if, in our opinion, you are in breach of any of these Terms of Use.

## **6 Links to this and other websites**

6.1 We may provide hyperlinks from the Site to other internet sites which are operated by other organisations. We are not responsible for external websites that link to the Site or which are linked from it. That we include these hyperlinks does not imply any endorsement of the material on such sites or any association with their operators.

6.2 We reserve the right, at our discretion, to prohibit any link from another internet site to materials or information on the Site. Without prejudice to that right, if you wish to link to the Site, you may only do so on the basis that you link to, but do not replicate, the home page of the Site, and subject to the following conditions:

- the link is neither misleading nor deceptive and must fairly indicate the Site as the destination of the link;
- you do not remove, distort or otherwise alter the size or appearance of our logo;
- you do not create a frame or any other browser or border environment around the Site;
- you do not in any way imply that we endorse any products or services other than our own;
- you do not misrepresent your relationship with us nor present any other false or misleading information about us;
- you do not link from a website that is not owned by you; and
- any website from which you link to the Site does not contain any content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

## **7 Our Liability**

7.1 Although we hope the Site will be of interest to users, we accept no liability and offer no warranties or conditions in relation to the Site or its content, to the fullest extent such liability can be excluded by law.

7.2 If you are a business user, in no event shall we be liable to you for any indirect or consequential loss, loss of profit, revenue or goodwill arising from your use of, or inability to use, the Site or information on the Site. Except as provided in these Terms of Use, all terms implied by law are excluded.

7.3 We do not restrict any liability of ours that cannot, under English law, be limited or excluded.

## **8 General**

8.1 Our office address is Tees Archaeology, Sir William Gray House, Clarence Road, Hartlepool, TS24 8BT.

8.2 Any formal legal notices should be sent to our office address.

8.3 Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms of Use.

8.4 If any part of these Terms of Use is found to be unenforceable as a matter of law, all other parts of these Terms of Use shall be unaffected and shall remain in force.

8.5 You and we agree that English law applies to these Terms of Use and that any dispute between us regarding the Site or arising out of or in connection with these Terms of Use will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there.

## **9. Updates**

These Terms of Use were last updated on 4 March 2015.