

## Terms of Use for the Digital Collections Website

### 1. Terms of Use

1.1 These terms of use (together with the documents referred to in them) (“**Terms of Use**”) cover and govern your use of our digital user interface website <https://digitalcollections.arts.ac.uk/> which includes some of our digital collections which we have made available to our colleagues and students at UAL as well as the general public for the purposes of public and scholarly engagement (“**Website**”). Use of the Website includes accessing, browsing, using the Website, and/or downloading content or materials from the Website.

1.2 Please read these Terms of Use carefully before you start to use the Website, as these will apply to your use of the Website. We recommend that you print a copy of these terms for future reference.

1.3 Alternatively, you can download a pdf version of these Terms of Use at:

<https://digitalcollections.arts.ac.uk/wp-content/uploads/2021/05/Digital-Platform-Website-Terms-and-Conditions.pdf>

1.4 By using the Website, you confirm that you accept these Terms of Use and that you agree to comply with them in full.

### 2. Other applicable terms

2.1 These Terms of Use also refer to additional terms which also apply to your use of the Website:

2.1.1 our *Privacy Policy*, which sets out personal information about you we collect when you visit and use the Website and how we may use your personal information; and

2.1.2 our *Cookie Policy*, which sets out what information may be automatically collected by us when you visit and use the Website.

### 3. Who we are and how to contact us

3.1 The Website is operated by University of the Arts London (“**we**” “**our**” “**us**” or “**UAL**”). UAL is a Higher Education Corporation established under Section 121 of the Education Reform Act 1988, the registered office of which is at 272 High Holborn, London WC1V 7EY.

3.2 For general queries or if you experience any issues with the Website, please contact us at [archive-enquiries@arts.ac.uk](mailto:archive-enquiries@arts.ac.uk).

### 4. Changes to these Terms

4.1 We may revise these Terms of Use at any time by amending this page. Any changes that we make will apply to your use of the Website with effect from the date of the change.

4.2 We will post a general notification of any changes to the Website on the Website but we will not contact users individually to notify you of changes. We advise you to check this page from time to time to take notice of any changes we made, as they are binding on you.

### 5. Changes to the Website

5.1 We may update the Website from time to time and we may change the content of the Website at any time. However, please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it.

5.2 We do not guarantee that the Website, or any content on it, will be free from errors or omissions.

## 6. Accessing the Website

6.1 We have made the Website available to you free of charge.

6.2 We do not guarantee that the Website or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

6.3 You are responsible for making all arrangements necessary for you to have access to the Website.

6.4 You agree not to use the Website and any of its content for any commercial or business purposes.

6.5 Nothing in these Terms of Use grants you any legal rights in the Website other than as necessary to enable you to access the Website. You agree not to adjust or try to circumvent or delete any notices contained on the Website (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained on the Website.

## 7. Website Content

7.1 The purpose of the Website is to provide you with an access to some of our collections, which have been digitally preserved by us and consequently made available on the Website ("**Collections Content**") for the purposes of public and scholarly engagement.

7.2 We encourage you to make use of the Collections Content by viewing, browsing and downloading the Collections Content where permitted in the manner and in accordance with these Terms of Use.

7.3 If you object to the publication of any material placed on this website let us know by sending email to *archive-enquiries@arts.ac.uk* explaining your objections and we will take whatever action we deem appropriate.

## 8. Your use of the Content

8.1 Your use of the Collections Content on the Website shall be subject always to acceptable use conditions set out in clause 9 ("**Website Acceptable Use**").

8.2 Please note that the Collections Content has been made available to you on the Website under the Creative Commons licensing model.

8.3 We will notify you by way of disclaimer or notice alongside each Collection Content as to:

- under which Creative Commons licence is the particular Collection Content released; and
- how you might be able to use the individual Collection Content under such licence.

8.4 You shall not use the Collection Content for any purpose, which contravenes the Website Acceptable Use and the relevant conditions of the applicable Creative Commons licence for each Collection Content.

8.5 It is your responsibility to make sure you comply with all of the applicable conditions and requirements of the respective Creative Commons licence and with all the copyright laws and other applicable laws (as and when applicable worldwide) whilst using and/or downloading the individual Collections Content which has been released under one of the Creative Commons licences on the Website.

### Downloading the Collections Content

8.6 For more information on downloading the Collections Content, please contact [archive-enquiries@arts.ac.uk](mailto:archive-enquiries@arts.ac.uk).

## **9. Website Acceptable Use**

9.1 You may use the Website and its content only for lawful purposes. You may not use the Website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

9.2 You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Website and its content including Collections Content in contravention of these Terms of Use.
- not to access without authority, interfere with, damage or disrupt:
  - any part of the Website;
  - any equipment or network on which the Website is stored (if applicable);
  - any software used in the provision of the Website; or
  - any equipment or network or software owned or used by any third party.

9.3 Failure to comply with the conditions set out in this Acceptable Use paragraph constitutes a material breach of these Terms of Use, and may result in our taking all or any of the following actions:

9.3.1 immediate, temporary or permanent withdrawal of your right to use the Website;

9.3.2 issue of a warning to you;

9.3.3 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

9.3.4 further legal action against you; and/or

9.3.5 disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

## **10. Intellectual property rights**

10.1 We are the owner or the licensee of all intellectual property rights on the Website, and in the material published on it (including the Collections Content). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

10.2 You may access, view, browse and use the Website and the materials published on it which includes Collections Content in the manner as set out in these Terms of Use.

10.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way unless permitted to do so in accordance with paragraphs 7 and 8 above.

10.4 Our status (and that of any identified contributors) as the authors of the content on the Website including Collections Content must always be acknowledged.

10.5 You must not use any part of the content of the Website for commercial purposes without obtaining a licence to do so from us or our licensors. If you wish to use some of the Website content, including Collections Content for commercial purposes, please email us at [archive-enquiries@arts.ac.uk](mailto:archive-enquiries@arts.ac.uk).

10.6 If you print off, copy or download any part of the Website including the Collections Content in breach of these Terms of Use or if you use the Website or any of its content in contravention of the Website Acceptable Use, you must, at our option, return or destroy any copies of the materials you have made.

10.7 Your use of any party's trade marks on the Website is strictly prohibited unless you have our prior written permission.

10.8 If you believe that the use of any Website content including Collections Content infringes yours or someone else's rights please contact us, providing the information requested below:

- Your contact details
- Nature of the complaint
- The full web address of where you found the material
- Proof that you are the rights holder

We will respond to and take any action we consider necessary in respect of all genuine and evidenced complaints or other correspondence received about all such alleged unauthorised use of third party rights.

## **11. No reliance on information**

11.1 The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

11.2 Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date.

## **12. Limitation of our liability**

12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.1.1 losses that:

- (a) were not foreseeable to you and us when these terms were formed; or
- (b) that were not caused by any breach on our part;

12.1.2 business losses; and

12.1.3 losses to non-consumers.

12.2 If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12.3 We shall have no liability to you for any breach of these terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

12.4 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

12.5 We will not be responsible or liable to you or to any third party for the content or accuracy of any content uploaded on the Website.

### **13. Viruses**

13.1 We do not guarantee that the Website will be secure or free from bugs or viruses.

13.2 You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

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

### **14. Linking to the Website**

14.1 You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

14.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

14.3 You must not establish a link to the Website in any website that is not owned by you.

14.4 We reserve the right to withdraw linking permission without notice.

14.5 The website in which you are linking must comply in all respects with the content standards set out in these Terms of Use.

14.6 If you wish to make any use of content on the Website other than that set out in the Terms of Use, please contact [archive-enquiries@arts.ac.uk](mailto:archive-enquiries@arts.ac.uk).

### **15. Third party links and resources on the Website**

15.1 Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only.

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

### **16. Applicable law**

16.1 Please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, 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.