

# Terms & Conditions of Use of the Network Rail Infrastructure Limited Brand Hub Site

## Welcome to the Network Rail Brand Hub.

Please read these Terms and Conditions carefully. These are the general Terms and Conditions governing your access to and use of this site (currently at <http://brand.networkrail.co.uk>) (the "Site") and the Content available on or through the Site (collectively, the "Services"). If you do not agree with them, you should not proceed any further. By continuing to browse or otherwise use the Services, you agree to be bound by these Terms and Conditions.

When using our site, you must also comply with and should refer to the provisions of our [privacy policy](#) and any other policies which we may refer to from time to time either in these terms of use or elsewhere on our site.

## ***Information about us***

This site is hosted and operated by Adgistics Ltd ("Adgistics") on behalf of Network Rail Infrastructure Limited ("Network Rail", "we", "our" or "us"). We are registered in England and Wales under company number 02904587 and have our registered office at Kings Place, 90 York Way, London N1 9AG.

## ***Accessing our site***

Access to our Brand Hub site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of any security procedures for our site, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

## ***Intellectual property rights ownership***

Unless otherwise stated, we are the owner or the licensee of all intellectual property rights (designs, trademarks, logos, etc) in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not modify the paper or digital copies of any materials or logos you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

The logos, trade marks, and other intellectual property or proprietary rights (including any patents, copyright and related rights, database rights, design rights, trade names), whether

registered or unregistered and including any applications to protect any of the foregoing, know how and confidential information and all rights or forms of protection of a similar nature existing anywhere in the world in the Content or which otherwise appear or subsist in the Site are the property of Network Rail or its licensors (the “**Intellectual Property Rights**”). You are only permitted to use the Services (and any Intellectual Property Rights therein) as expressly authorised by Network Rail or its licensors and, in respect of the Content, as described in any applicable scope of rights or copyright document posted together with the Content on the Site.

Other than as expressly provided in these Terms and Conditions, nothing on this Site or arising from your use of the Content shall be construed as conferring any licence, consent, permission or other transfer of rights to you of any Intellectual Property Rights, whether by estoppel, implication or otherwise. Except as expressly set out in these Terms and Conditions, you may not reproduce, modify or in any way commercially exploit or otherwise make available any of the Content. In particular, you may not without the prior written permission of Network Rail and the originating advertising agency:

Redistribute any Content;

Remove any of the intellectual property or other proprietary notices or otherwise alter the same;  
or

Create a database howsoever by downloading and storing all or any Content in any form or media.

You must not use any part of the materials on our site for commercial purposes or as otherwise restricted in these terms and conditions without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If you believe that you may be the copyright owner of any material on our site and you have not been acknowledged as such by us then please contact us as soon as possible so that we can take appropriate steps. During our investigation we may remove the relevant material from our site. If, following investigation, we determine that you are the legal copyright owner of the material in question then we will, at our discretion, either enter into discussions with you in order to reach an appropriate solution, or permanently remove the material in question from our site.

## ***Content***

You must only use the Content in compliance with (i) applicable legislation including without limitation applicable advertising and marketing codes, and (ii) the terms and conditions of any commercial, branding or other agreement between the Network Rail and any other Company as may be in force from time to time in connection with access to and use of the Content by Network Rail.

It is your sole responsibility to satisfy yourself prior to using the Content in any way that it is suitable for your purposes and up to date. Network Rail does not represent or warrant that the Content is accurate, complete or current.

Except as expressly permitted by these Terms and Conditions or applicable laws, you must not copy, remove, reformat, modify, interfere with, obscure, display, distribute, transmit, publish, licence, create derivative works from, sell or otherwise transfer or make available any Content or other information, products, services or software obtained from the Services or in any way decompile or reverse engineer the software underlying this Site.

### ***Reliance on information posted***

Content, commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

### ***Our site changes regularly***

We sometimes update our site, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely.

### ***Limitation of liability and Disclaimer***

While we make every effort to ensure that the application and all content of our site is accurate, this is not always achievable and the material displayed on our site is therefore provided without any guarantees, conditions or warranties as to its accuracy and is provided on an “as is” basis. To the extent permitted by law, we, other members of our group of companies and third parties connected to us and Adgistics hereby expressly exclude:

- » All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- » Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for: (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits or contracts; (iv) loss of anticipated savings; (v) loss of data; (vi) loss of goodwill; (vii) wasted management or office time; and (viii) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

We and Adgistics make no representations n o r p r o v i d e a n y w a r r a n t i e s regarding the use or results of use of any Content and Data in the application in terms of its accuracy and the reliability of the Content.

We and Adgistics do not warrant that the functions contained in the application will be uninterrupted or error-free, that all defects will be corrected, that the application or any server that makes it available is free from viruses or other harmful components, or that successful results or outcomes will result from your use of the application.

In no event shall Adgistics' and Network Rail's total liability to you for any and all losses, damages, and/or causes of action, whether in contract, tort or otherwise,

exceed the amount paid by you, if any, for accessing this application. Adgistics and Network Rail are not responsible for any material posted by any user or for any information whatsoever contained in any linked application.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ADGISTICS, NETWORK RAIL, AND THEIR RESPECTIVE AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY OTHER VISITOR TO THIS APPLICATION OR ANY OTHER THIRD PARTY.

Should you encounter defamatory, offensive illegal content or conduct, please report this immediately to us.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter.

## ***Children***

We do not intend to solicit or collect information from anyone under the age of 18. If you are under 18, do not enter information on this application or engage our services. If you believe a child under your supervision under the age of 18 has entered personal information in this application please contact Adgistics to have this information removed.

## ***Information about you and your visits to our site***

We respect user privacy and will process and collect information about you only in accordance with our [privacy policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## ***Viruses, hacking and other offences***

You must not misuse our site 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 our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 our site will cease immediately. You shall indemnify us, and keep us indemnified in respect of any liability suffered or incurred in connection with any breach by you of these terms and conditions or the Computer Misuse Act 1990.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Notwithstanding the foregoing you may only use our site only for lawful purposes. In particular, you shall not use our site: (i) in any way that breaches any applicable local, national or international law or regulation; and/or (ii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

### ***Linking to our site***

You may link to our site without seeking our prior permission, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, and which does not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our site must not be framed on any other site. We reserve the right to withdraw linking permission without notice. Except where we provide prior written approval, the use of our logo, or the logos of any members of our group of companies and third parties connected to us must not be used for promotional or linking purposes.

If you wish to make any use of material on our site other than as set out above, please address your request to [brand@networkrail.co.uk](mailto:brand@networkrail.co.uk).

### ***Links from our site***

Where our site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, we are not endorsing those sites in any way and we accept no responsibility for those sites or for any loss or damage that may arise from your use of them, or where you are unable to access the content of those sites as a result of the links not properly working.

### ***Jurisdiction and applicable law***

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### ***Suspension and termination***

We will determine, in our discretion, whether there has been a breach of these terms and conditions through your use of our site. When a breach of these terms and conditions has occurred, we may take such action as we deem appropriate. We exclude liability for actions taken by us in response to breaches of these terms and conditions by you.

### ***Trade marks***

The Network Rail name and logo are registered trade marks of Network Rail Infrastructure Limited.

### ***Variations***

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are

binding on you. If you continue to use our site following a change to these terms, you will be treated as having accepted any such revision. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## ***General***

Network Rail reserves the right to revise these Terms and Conditions at any time. By continuing to use the Services you will be deemed to have accepted the revised Terms and Conditions. It is your responsibility to check periodically to ensure that you have read the most current version.

You acknowledge and agree that by accepting these Terms and Conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these terms and conditions or not) other than as expressly set out in these terms and conditions as a warranty. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

Nothing in these Terms and Conditions shall, however, operate to limit or exclude any liability for fraud, death or personal injury.

A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of these terms and conditions.

If any provision of these terms and conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

It should be assumed that the information available via the Network Rail Brand Hub or in marketing e-mails is protected by copyright and may only be used for commercial purposes with the agreement of the author and in return for remuneration.

When you visit our Brand Hub or read our marketing e-mails, we save various types of information. You enter some of the data yourself when you register for services, e.g. name, address and areas of interest. Other data not relating to your person are saved for the purpose of technical processes, e.g. IP addresses. You make other data known when you use certain services, e.g. when you enter competitions, forums or chat rooms, when you order goods or services or when you contact us directly.

Our site and our marketing e-mails offer links to other websites. We have no influence over the way in which the providers of linked websites make use of the information shown on these pages. If you have any questions in this respect, please contact these other companies directly. We are not responsible for the content of these sites or for ensuring that they comply with the data protection regulations.

We process your data for the provision of our services. As our customer, you also consent to our use of your data for marketing purposes within Network Rail.

Our services might also include chat rooms. Please note that information you send to chat rooms can be accessed by the public. You should therefore be very careful about making private data publicly known.

### ***Your concerns***

If you have any concerns about material which appears on our site, please contact us using the following email address: [brand@networkrail.co.uk](mailto:brand@networkrail.co.uk).