

## **Terms of website use (UK)**

### **WHO WE ARE AND HOW TO CONTACT US**

[www.thespaces.org.uk](http://www.thespaces.org.uk) is a site operated by The Society for Public Architecture, Construction, Engineering and Surveying limited (SPACES Ltd). (We). We are registered in England and Wales under company number 2527462 and have our registered office at 1 Merlin Clove, Winkfield Row, Bracknell, Berkshire. RG42 7TD. Our VAT number is GB483 9223 23.

To contact us, please [CONTACT US](#) or telephone our head office on 01344 206299.

### **BY USING OUR SITE YOU ACCEPT THESE TERMS**

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

### **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy below, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy below, which sets out information about the cookies on our site.

### **WE MAY MAKE CHANGES TO THESE TERMS**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

### **WE MAY MAKE CHANGES TO OUR SITE**

We may update and change our site from time to time.

### **WE MAY SUSPEND OR WITHDRAW OUR SITE**

Some areas of our site is made available free of charge, further areas are available through our membership scheme.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

OUR SITE IS ONLY FOR USERS IN THE UK Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

### **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. 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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [CONTACT US](#).

### **HOW YOU MAY USE MATERIAL ON OUR SITE**

We are the owner or the licensee of all intellectual property rights 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 may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials 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.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes 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.

## **DO NOT RELY ON INFORMATION ON THIS SITE**

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

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

## **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

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

## **USER-GENERATED CONTENT IS NOT APPROVED BY US**

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please [CONTACT US](#).

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- If you are a business user:
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our site; or

- use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.
- If you are a consumer user:

Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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.

## **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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.

## **RULES ABOUT LINKING TO OUR SITE**

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

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.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please [CONTACT US](#)

#### **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that 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.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### **OUR TRADE MARKS ARE REGISTERED**

SPACES and its associated brands are UK registered trademarks of The Society for Public Architecture, Construction, Engineering and Surveying. You are not permitted to use them without our approval.

#### **PRIVACY POLICY**

SPACES is a 'Peer to Peer' members' society where meeting and networking through various means, helps members do their jobs through mutual support. Members are building professionals working in or for the public sector. SPACES members have a strong public service ethos and contribute to, as well as personally benefit from, membership of the society. Our members agree to abide by our [Articles of Association](#) and our [By-Laws](#).

Members join SPACES to find information relevant to their profession and to connect with others for knowledge and information sharing and other networking opportunities. Our Privacy Policy applies to any Member or contributors to our objectives.

The Society for Public Architecture, Construction, Engineering and Surveying Limited (“We” or “SPACES”) are committed to protecting and respecting your privacy.

This policy (together with our website terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. This policy also sets out the legal rights you have to access the personal data that we hold about you and to control how we use it which are also explained.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting [www.thespaces.org.uk](http://www.thespaces.org.uk) you are accepting and consenting to the practices described in this policy.

## **CONTACT**

We are the Society for Public Architecture, Construction, Engineering and Surveying Limited (SPACES Ltd), a company registered in England and Wales under company number 2527462 and have our registered office at 1 Merlin Clove, Winkfield Row, Bracknell, Berkshire. RG42 7TD. You can contact us in writing at this address, [CONTACT US](#) or telephone our head office on 01344 206299.

## **INFORMATION WE COLLECT FROM YOU**

We will collect and process the following data about you:

**Information you give us.** This is information about you that you give us by filling in forms on our site [www.thespaces.org.uk](http://www.thespaces.org.uk) (our site) or by corresponding with us by phone, email or otherwise. It includes information you provide when you register to use our site, subscribe to our services, and when you report a problem with our site. The information you give us may include your name, address, email address and phone number, financial and credit card information, personal description and photograph.

**Information we collect about you.** With regard to each of your visits to our site, we will automatically collect the following information: technical information, including the Internet Protocol (IP) address used to connect your computer to the Internet, your login information, and browser type and version. information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products and services you viewed or searched for page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.

**Information we receive from other sources.** This is information we receive about you if you use any of the other websites we operate or the other services we provide. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). We will notify you when we receive information about you from them and the purposes for which we intend to use that information.

## **COOKIES**

Our site may use a feature of your browser to set a “cookie” on your computer. Cookies are small packets of information that a web site’s computer stores on your computer. The Operators’ web sites can then read the cookies whenever you visit our site. We may use cookies in a number of

ways, such as to save your password so you don't have to re-enter it each time you visit our site, to deliver content specific to your interests and to track the pages you've visited. These cookies allow us to use the information we collect to customise your experience so that your visit to our site is as relevant and as valuable to you as possible.

Most browser software can be set up to deal with cookies. You may modify your browser preference to provide you with choices relating to cookies. You have the choice to accept all cookies, to be notified when a cookie is set or to reject all cookies. If you choose to reject cookies, certain of the functions and conveniences of our web site may not work properly, and you may be unable to use those of the Operators' services that require registration in order to participate, or you will have to re-register each time you visit our site. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. We do not link non-personal information from cookies to personally identifiable information without your permission.

## **USES MADE OF THE INFORMATION**

We use information held about you in the following ways:

**Information you give to us.** We will use this information:

to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;

- to provide you with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (email or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you.
- to notify you about changes to our service; and
- to ensure that content from our site is presented in the most effective manner for you and for your computer.

**Information we collect about you.** We will use this information:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure; and
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you.

Information we receive from other sources. We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

Special categories of personal data. We may also be provided with personal information which falls under the definition of "special categories of personal data" within Article 9 of the General Data Protection Regulation. Information which falls within the scope of Article 9 includes personal data which reveals:

- racial or ethnic origin;

- political opinions;
- religious or philosophical beliefs;
- trade union membership;
- any genetic or biometric data for the purpose of uniquely identifying an individual; or
- details concerning a person's health, sex life or sexual orientation.

The processing of special categories of personal data is generally prohibited. Therefore, we will only use this type of information in the following extenuating circumstances:

- where you have given us explicit consent to do so;
- where such processing is authorised by European Union or national data protection law;
- where such processing is necessary to protect your vital interests or the vital interests of another person where you are physically or legally incapable of giving consent;
- where you have made such personal data public;
- to comply with the establishment, exercise or defence of legal claims as required by a court acting in their judicial capacity; or
- where such processing is necessary for reasons of substantial public interest, public interest in the area of public health or public interest in the area of scientific, historical or statistical research (all on the basis of European Union or national law).

#### **WHEN WE NEED YOUR CONSENT TO USE YOUR PERSONAL DATA**

Whilst we always want you to be aware of how we are using your personal data, this does not necessarily mean that we are required to ask for your consent before we can use it. In the day to day running of our business we may use your personal data without asking for your consent because:

- we are entering into and carrying out our obligations under a contract with you; or
- we need to use your personal data for our own legitimate purposes (such as the administration and management of our business and the improvement of our products and services) and our doing so will not interfere with your privacy rights.

In exceptional circumstances we may wish to use your personal data for a different purpose which does require your consent. In these circumstances we will contact you to explain how we wish to use your data and to ask for your consent. You are not required to give consent just because we ask for it. If you do give consent you can change your mind and withdraw it at a later date.

You are not under a legal obligation to provide us with any of your personal data but please note that if you elect not to provide us with your personal data we may be unable to provide our products and services to you.

#### **DISCLOSURE OF YOUR INFORMATION**

Whilst we always want you to be aware of how we are using your personal data, this does not necessarily mean that we are required to ask for your consent before we can use it. You agree that we have the right to share your personal information with:

- Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006;
- Selected third parties including: business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;
- advertisers and advertising networks;



- analytics and search engine providers that assist us in the improvement and optimisation of our site;
- credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

We will disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets;
- If SPACES or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets; or
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements, or to protect the rights, property, or safety of SPACES, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

### **WHEN WE WILL SEND YOUR PERSONAL DATA TO OTHER COUNTRIES**

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. This includes staff engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

### **WHERE WE STORE YOUR PERSONAL DATA**

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted . Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### **THIRD PARTY WEBSITES**

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates (including, but not limited to, websites on which our products and services are advertised), as well as links to our social media platforms such as LinkedIn, Twitter and YouTube. If you follow a link to any of these websites, please note that these websites, platforms and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

## **YOUR RIGHTS AND ACCESS TO YOUR PERSONAL DATA**

Under certain circumstances, you have the following rights under data protection laws in relation to your personal data:-

**Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

**Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

**Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with UK law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

**Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

**Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data’s accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

**Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

**Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

**If you wish to exercise any of the rights set out above, please [CONTACT US](#).**

### **No fee usually required**

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

### **What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

### **Time limit to respond**

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

You can find full details of your personal data rights on the Information Commissioner's Office website at [www.ico.org.uk](http://www.ico.org.uk).

We do not make use of automated decision making or profiling.

### **HOW YOU CAN MAKE A COMPLAINT**

If you are unhappy with the way we have used your personal data please contact us to discuss this using the contact details set out in the Contact section above.

You are also entitled to make a complaint to the Information Commissioner's Office. Whilst you are not required to do so, we encourage you to contact us directly to discuss any concerns that you may have and to allow us an opportunity to address these before you contact the Information Commissioner's Office.

### **CHANGES TO OUR PRIVACY POLICY**

We will review and update this policy from time to time. Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by email. Please check back frequently to see any updates or changes to our privacy policy.