

NETQuest Website Terms and Conditions

Welcome to the Department for Culture, Media and Sport's Taking Part NETQuest website. The Department for Culture Media and Sport (referred to in these terms as either "DCMS", "Us", "We" or "Our") is located at 2-4 Cockspur Street, London SW1Y 5DH. The site itself has been created and is maintained by Kantar Media (referred to in these terms as "KMRS"). KMRS is located at Ealing Gateway, 26-30 Uxbridge Road, Ealing, London W5 2BP.

These Web Site Terms and Conditions (the "Terms") govern your use of this DCMS website, Taking Part NETQuest (the "Site"). The Site is password-protected. All users are required to accept the Terms every time they log on to the Site. Failure to do so will prohibit the User from accessing the Site.

In order to access the Site, users require a link to the Site and a login ID and password. This information will be sent to DCMS users on request.

Material on the Site

All data shown on the Site (together the "Content") is the property of DCMS. The Content is made up of the Taking Part Survey results (commissioned by DCMS and conducted by TNS-BMRB), which relate to people's engagement and non-engagement in culture, leisure and sport. The Site enables users to construct basic tables and charts using the survey results. All Content is published in good faith. We do not (to the extent permitted by applicable law) accept any responsibility for the accuracy, reliability, timeliness, or otherwise of such Content or for the use of such Content.

Your use of the Site

This Site is password protected. Users may access the Site via a login ID and password. DCMS reserves the right to deny anybody access to the Site.

Users of the Site access Content according to permissions attached to their login ID and password. The Site has been created for not-for-profit educational and research purposes only. Content may not be used for commercial or business purposes. Users may print, download or export copies of Content from the Site for their non commercial purposes and may copy, reproduce or republish Content for their non commercial purposes as long as they reference the information with the following words "Source: Taking Part: The National Survey of Culture, Leisure and Sport: Department for Culture, Media and Sport; [survey year e.g. 2005/06] ". Users may not modify, disassemble, decompile, reverse engineer, create derivative works from, or interfere with Content, by any means or in any manner, unless they have obtained written permission from DCMS (email netquest@culture.gsi.gov.uk).

Users agree that they will not use Content provided on the Site to attempt to find out the identity of any individual who may have responded to the Taking Part Survey. The Content may not be used except as expressly provided for in these Terms without the written permission of DCMS.

Username and Password

You are solely responsible for all use of and for protecting the confidentiality of the login ID and password used by you in connection with the Site. You may not share these with any third parties. You must notify Us immediately of any unauthorised use of them or any other breach of security regarding the Site that comes to your attention.

Copyright

The Content of the Site is protected by copyright, database right, other international intellectual property rights. The owner of these rights is DCMS. You acquire no rights or licences in or to the Site or any of its Content, other than the limited right to use the Site in accordance with these Terms or in order to use services available on the Site.

Warranty and Liability

This Site, its Content, and any software products and services offered through it are provided on an "as is" and "as available" basis. We make no representations or warranties of any kind with respect to this Site, its Content, or such software products and services, and to the extent permitted by law, exclude any conditions, representations or endorsements, express or implied warranties or terms, including those as to the availability, quality, timeliness, performance or fitness for a particular purpose of any of the Content, products or services available on the Site.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use, and is compatible with, the Site. We do not make any warranty that the Site or its servers are free from viruses, worms, cancelbots, "Trojan Horses" or anything else that has contaminating or destructive properties. We shall not be liable for any damage to, or viruses that may infect, your computer equipment or other property following your access to, use of, or browsing on the Site or your downloading of any Content. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

Save in respect of death or personal injury resulting from Our negligence, or fraud, neither DCMS nor any employees or other representatives will be liable for loss or damage (whether direct or indirect) howsoever arising out of or in connection with your use of the Site. We do not accept liability for any losses or claims arising from any inability to access the Site or any failure to complete a transaction.

Accuracy of Information

Whilst We use reasonable efforts to include accurate and up to date information on the Site, to the fullest extent permitted by law We exclude all warranties, whether express or implied, and make no representations as to its accuracy, timeliness or completeness. We do not assume any liability or responsibility for any errors or omissions in the Content of the Site.

Consequences of Your breach of these Terms

You acknowledge that should you breach these Terms We may suffer loss and damage (which may or may not arise out of third party claims against Us due to any such breach committed by you). You agree therefore that you will reimburse Us all reasonable costs, losses and expenses (including any of our lawyers' fees) incurred by Us or by our affiliates or licensors, if they are incurred as result of any breach by you of these Terms.

Severance and Waiver

In the event that any provisions of these Terms are held to be illegal, invalid or unenforceable, such provisions will be severed and the remainder of these Terms shall continue in full force and effect. No waiver by Us shall be construed as a waiver of any preceding or succeeding breach of any provision.

Termination and Assignment

We reserve the right to terminate your access to this Site at any time with or without cause or notice. We reserve the right to assign or sub-contract any or all of Our rights and obligations under these Terms.

Failure to Perform

We will not be held liable for any breach of these Terms by Us due to causes beyond Our reasonable control.

Complaints and Queries

If you have any complaints or queries concerning Our Site, technical problems etc., you can contact KMRS by email:

helpdesk@kantarmedia.com

Amendments to these Terms

DCMS reserves the right to update these Terms at any time. When We do so, We will publish the amended version on the Site home page. These amended Terms will take effect from the time they are first published on the Site, and from then on will govern your use of it. If you do not agree with the amended Terms, you must cease to use the Site.

Entire Agreement

Save as otherwise expressly stated, these Terms contain the entire agreement between Us and you relating to the use of the Site and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between Us and you.

Governing Law

The Terms shall be governed by and construed in accordance with the laws of England and Wales, and are subject to the exclusive jurisdiction of the English courts.

We Use Cookies on this Web Site Statement

DCMS uses cookie technology ("Cookies") on this Site for the reasons set out below.

In order to use the site, you will be required to enter a login ID and password.

Our Site uses Cookies to help our servers identify your computer each time that you re-visit Our Site. Cookies are small text files that get stored on your PC when you access the Site. They store information that you have previously inputted when visiting the Site, such as your password. The use of Cookies does not give Us access to the rest of your computer and We do not use Cookies to collect personally identifying information about you as such. We only use Cookies to tailor your experience of the Site and to make your use of it as productive as possible.

You can configure your Browser to notify you when Cookies are being placed on your computer. Should you object to Our use of Cookies most web browsers can be reconfigured in order to alert you to their presence/allow you to disable them. Please refer to the help function of your web browser in order to learn how to do this. However, should you decide to disable Our Cookies, you may not be able to access certain facilities or services on this Site. Again, you may be required to re-type information you have previously submitted when visiting certain areas of the Site.