

# FixEd and Fixperts™

<http://www.fixing.education>

## Terms of use

We hate small print, but sometimes we just can't avoid it. We've tried to keep it all in one document and as clear as we can. We've summarised some key points below in plain english but please take time to read the detail in the following pages. If we've missed anything or anything is unclear just give us a shout [hello@fixing.education](mailto:hello@fixing.education).

This document contains details of our terms of use for:

- Membership and subscription including cancellation
- Use of our materials and website
- Use of Fixperts films and other content you might share with us
- Use of our name and logo

Please respect them.

## **SUMMARY POINTS**

### **MEMBERSHIP & SUBSCRIPTION**

- Anyone who registers with us and accesses materials, including individuals and organisations, automatically is considered a 'member' of the FixEd network, which offers connections, programmes and content relating to creative problem solving for social benefit.
- Free and paid subscription offers are available for schools and universities and others who want to run Fixperts or other FixEd programmes at scale or in more depth - these offer rich materials and training subject to an annual subscription fee.
- Subscription fees are payable annually.
- The minimum membership period is 12 months.
- There is a cancellation period of 14 days within which you can cancel your subscription at any time. However if you have downloaded any digital content available to members during the Cancellation Period, you will lose your right to cancel your membership.
- You acknowledge and accept that by commencing the downloaded of digital content you will lose your right to cancel your membership. If this is not the case, please let us know at the time of order.
- Membership does not imply any control or authority over FixEd or Fixperts activity or business and members of the FixEd network are not to be confused with 'Members' of the Fixperts Company Limited by Guarantee.

### **USE OF FIXPERTS AND FIXED MATERIALS**

- To use any FixEd or Fixperts content e.g. link to our site, republish our images or films, or reference our text content, it's usually OK if you get our permission, but you need to check out the detailed Content Usage terms available in the following pages especially as it relates to third party content i.e. Fixperts films which remain the property of their creators.
- FixEd and Fixperts teaching resources are intended for for non-commercial use i.e. any use that is not directed towards commercial advantage and/or direct monetary compensation.
- We consider non-commercial use to include the purpose of teaching and instruction within an educational establishment as well as non-commercial research, private study, criticism and review.

### **SHARING FILMS**

- Fixperts participants are asked to share your films with us to become part of the publicly available archive. By doing this you agree that films can be used by FixEd as they see fit to sustain the Fixperts project and we agree to credit you as authors and treat your material respectfully.
- This is in effect a license for us to use and does not affect your rights as copyright holder - you own the films.
- In order to share them with us you are responsible for ensuring that all your permissions are in order - please use copyright cleared music and ensure you have your subjects permission to make a film.

## **USING OUR NAME AND LOGO**

- We're really proud of our names, our logos and trademark so we take care about how they're used.
- We want you to use and re-use the FixEd and Fixperts materials which we make publicly available with our name and logo attached. But you shouldn't be pretending to be us, or acting for commercial gain i.e. making money out of them.
- You shouldn't ever suggest any sponsorship or endorsement by us, and shouldn't confuse our brand with any other brands.
- Fixperts is both our name and a registered trademark. This means its use is protected and you'll need to get our permission to use it.
- If we think you're using our name, logos or trademark in conflict with these guidelines, or if we feel that your use isn't in our best interest, we can revoke your right to use them at any time.

### **1. Refunds & Cancellation Policy for Subscriptions and Memberships**

Please note the minimum term of any membership is 12 months. Except as set out below, cancellations are not possible until the end of this minimum term and we will not issue you a refund.

If you are a UK or EU customer, you may cancel your subscription at any time within 14 days of the date of purchase ("Cancellation Period"). We cannot supply you with your digital products during the Cancellation Period unless you consent to us doing so. By downloading the digital content comprised within your purchase, you consent to us providing you with your digital product. And by downloading any digital content available to members during the Cancellation Period, you acknowledge and accept that you will lose your right to cancel your membership. If this is not your wish, please let us know at the time of order.

### **2. Using content from the FixEd website**

Content on the FixEd website is published for your enjoyment. You may freely access and store the majority of this Content for personal or private use.

Please note that the intellectual property rights in all 'Content' (including images, editorial or descriptive text, films, teaching publications or any other media) featured within the FixEd website and subdomains (fixperts.org) and selected social media platforms, is owned by Fixperts Ltd., FixEd Ltd. and other copyright owners as specified wherever possible.

### **3. Using content from the FixEd websites for non-commercial purposes**

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We consider non-commercial use to be any use that is not intended for or directed towards commercial advantage of monetary compensation. The following are examples of non-commercial use which is permitted, except where other terms expressly apply:

- Using FixEd Owned Content for non-commercial research, private study, criticism and review, or for the purpose of teaching and instruction within an educational establishment.
- Downloading FixEd or Fixperts copyright audiovisual Content for non-commercial offline listening or viewing, or for the purpose of teaching and instruction within an educational establishment..
- Downloading and printing of FixEd or Fixperts copyright learning Content for non-commercial educational use.
- Embedding links to FixEd or Fixperts audiovisual Content for non-commercial use, providing no Third Party Content rights are infringed.

For all uses, acknowledgment must be made to the copyright holder of work.

Nothing in these terms restricts your right to use Content where the use is covered by a copyright exception under the UK Copyright, Designs and Patents Act 1988. It is your responsibility to make sure you comply with the copyright exceptions before using in-copyright Content.

For further information please refer to the UK Intellectual Property website:

[www.gov.uk/exceptions-to-copyright](http://www.gov.uk/exceptions-to-copyright)

#### **4. Using content from the FixEd or Fixperts websites for commercial use**

If you wish to use Content for any other purpose (i.e. for a use that is commercial or for a use not covered above), please contact us directly. Fees will apply for any commercial use of Content or teaching resources.

#### **5. Sharing and uploading content to the FixEd and Fixperts websites**

By sharing and uploading Content to our websites, you grant FixEd and Fixperts, free of charge, permission to use that Content in any way it wants (including modifying it and adapting it for operational and editorial reasons). This does not affect your ownership of your Content.

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When you upload Content, you are confirming that your material is your own original work and that you are fully entitled to grant us non-exclusive rights to use it. You should not violate, plagiarise, or infringe the rights of any third parties including copyright, trademark, trade secrets, privacy, and publicity, personal or proprietary rights.

Please do not upload Content that features people that have not expressly agreed in writing to have their image made available and where Content features children under 16 years of age please also secure the written consent of their parent or guardian.

You agree that any Content that you upload is in no way defamatory, illegal or offensive. We reserve the right to remove any Content that it deems unsuitable. This will include Content that is unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, politically motivated, racially offensive, sexist, homophobic, biphobic, transphobic or otherwise objectionable.

You should not upload any Content that is intended to advertise or promote a business.

We reserve the right to use none, part or all of the Content that you upload and may delete any contribution published onto our website at any time.

If you do not want to grant us the above rights please do not upload your Content.

## **6. Third Party Content**

Fixperts video content is owned entirely by the creators ("Third Party Content"), and its use is in agreement with Fixperts Ltd. If you wish to use such Third Party Content it is your responsibility to secure any permission or consent required. If you are not sure who owns the copyright in any Content you wish to use, please contact us. If you believe that the use of any Content infringes yours or someone else's rights, please contact us.

## **7. Crediting and use of FixEd, Fixperts or FixCamp logo**

For any FixEd or Fixperts Owned Content, the following copyright credit line must be used, unless otherwise stated: © Fixperts Ltd. © FixEd Ltd.

Any use of any of our logos must be approved in advance. Our brand (including our name and logo) may not be used to suggest any endorsement or approval by us of your use of Content. For use of our logos, access to artwork and design guidelines please contact us directly.

## **8. Copyright Statement**

We make reasonable efforts to protect our own intellectual property rights and the rights of others. If you believe that the use of Content (including images, editorial or descriptive text, footage or any other media) found on our website or in our publications 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

## **9. Enquiries**

To contact us about Memberships, Materials, Websites or any Content, please email:  
hello@fixing.education

## **10. Liability**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Memberships, Materials, Websites or any Content, whether express or implied. We will not be liable to any user 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 your use of, or inability to use, our websites and teaching resources or your use of or reliance on any Content, PROVIDED THAT nothing in these Terms of Use shall restrict or exclude any liability that we have to any party which cannot be excluded by law.

## **11. Data protection**

We will keep a record of any information you provide about yourself but will not provide that information to any third party and will otherwise comply with all applicable laws (including the Data Protection Act 1998).

## **12. Law and jurisdiction**

These Terms of Use are governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any dispute arising from them.

*These Terms of Use were last updated in October 2017. FixEd Ltd and Fixperts Ltd reserve the right to change these terms and conditions at any time and without notice.*