

# 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

### SUBSCRIPTION AND ACCESS TO MATERIALS

- 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.
- Membership and access to teaching materials is free to individuals, state-funded schools and non-profit organisations in the UK and internationally. Fee-paying institutions and for profit organisations will be required to pay a fee.
- You can cancel your subscription at any time by emailing us. We will remove your details from our database immediately.
- We won't share your data with anyone for any reason.
- 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 TEACHING MATERIALS

- Fixperts teaching materials are released for free under a Creative Commons license:



- Attribution-NonCommercial-ShareAlike
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- This license lets you remix, tweak, and build upon our work non-commercially, as long as you credit us and license your new creations under the identical terms. We'd like it if you let us know so we can share your work with the wider community.
- 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.
- If you wish to use our name or content in classrooms and workshops e.g. our website, images or films, or reference our text content, it's usually OK. If it's at any scale and/or in a public context you will need to let us know.
- It's important you ensure it doesn't look like you are us.

### USING OUR NAME AND LOGO

- We're really proud of our names and our logos 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. And we want you to promote your own work and spread the Fixperts and FixEd messages. 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 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.

## SHARING FILMS

- Fixperts participants are asked to share your films with us to become part of the publicly available archive. We manage the archive to be available and accessible freely by as many people as possible. Over time this has become an amazing resource for teaching and communicating the power of design and creative problem solving.
- By using the Fixperts name and making your film available online you agree that films can be used by FixEd in any way we need to sustain the Fixperts project. 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.

## **1. Content from the FixEd website**

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

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

And the Creative Commons website:

<https://creativecommons.org/licenses/>

### **3. Using content from the FixEd or Fixperts websites in a commercial context**

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. This includes private education and any implementation at scale. Fees will apply for these uses of Content or teaching resources.

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

By sharing Fixperts films, 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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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.

## **5. Third Party Content**

Fixperts films are owned entirely by their creators ("Third Party Content"), and use is in agreement with Fixperts Ltd. If you do not own, but 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.

## **6. 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.

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.

## **7. Copyright Statement**

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

## **8. Enquiries**

To contact us about Memberships, Materials, Websites or any Content, please email: [hello@fixing.education](mailto:hello@fixing.education)

## **9. Liability**

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## **10. 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 March 2018. FixEd Ltd and Fixperts Ltd reserve the right to change these terms and conditions at any time and without notice.*