



## **Forth Together CIC and Fixperts™**

**[www.fixperts.org](http://www.fixperts.org)**

### **Terms of use**

Fixperts is a project by Forth Together CIC

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 [fixperts@wegoforth.org](mailto:fixperts@wegoforth.org).

This document contains details of our terms of use for:

- Free 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 Fixperts, which offers connections and resources relating to creative problem solving for social benefit.
- Membership and access to teaching materials is free to all in the UK and internationally. Additional services such as teaching training may be charged.
- 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 ownership, control or authority over Fixperts or Forth Together CIC activity or business.

### USE OF TEACHING MATERIALS

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- 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 Fixperts materials which we make publicly available with our name and logo via the dashboard. And we want you to promote your own work and spread the Fixperts message. 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 Forth in any way we need to sustain the Fixperts project. We agree to credit you as authors and treat your material respectfully. If you don't want us to use your Fix Film, please let us know.
- This is in effect a license for us to use and does not affect your rights as copyright holder - you own the films and the designs you created.
- 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 feature them in your film.

## Fixperts Terms of use

[www.fixperts.org](http://www.fixperts.org)

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

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### **3. Using content from the Fixperts website 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 Fixperts websites**

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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 with any connection to Fixperts .

## **5. Third Party Content**

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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 Free Memberships, Materials, Websites or any Content, please email: [fixperts@wegoforth.org](mailto:fixperts@wegoforth.org)

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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 October 2021. Forth Together CIC reserves the right to change these terms and conditions at any time and without notice.*