

# Employer Hub - Terms of Use

We (the Church of England Pensions Board) provide this website subject to the following terms of use. These terms were last updated in September 2022.

#### Terms of website use

This terms of use policy (together with the documents referred to in it) sets out your rights and obligations in relation to your use of this website and its content.

Use of this site includes accessing, browsing, or registering yourself or someone else to use this site. Please ensure you have read and understood these terms. We recommend that you print a copy of these for future reference. If you do not agree to these terms, you must not use this website.

#### Information about us

The Church of England Pensions Board is a corporate body and registered charity (charity number 236627), governed by the Church of England Pensions Measure 2018. We provide pension administration services for people who have done work for or associated with the Church of England and are members of our workplace pension schemes. We are located at Church House, Great Smith Street, London, SW1P 3PS. This website allows you to manage and update membership arrangements and records for those of our workplace pension schemes which you or your organisation uses in respect of your (or its) members. In due course it will allow you to submit your organisations pension contribution data.

Visit the Church of England website if you would like more information.

### **Privacy Notice**

When using this website, we will collect certain personal data about your members. This notice tells you why we collect your personal data, what we collect, how we use it and who we share it with. Our Privacy Notice can be accessed at **www.churchofengland.org/pensions** 

#### Cookies

A Cookie is a small text file containing small amounts of information stored on your browser or the hard drive of your computer. This website uses cookies that are necessary for the operation of the website e.g. cookies to identify you whilst you are logged in to secure areas. If we cannot identify you then you will not be able to use the site

Cookies that are necessary for the operation of the website cannot be turned off.

# Changes to these terms

We may revise these terms of use at any time.

# Changes to this site

We may update this website from time to time and may change the content at any time. However, please note that any of the content on this website may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that this website, or any content on it, will be free from errors or omissions.

### Accessing this site

We endeavour to keep this website and any associated support up and running smoothly. However, we do not guarantee that this website, or any contents, will always be available, uninterrupted or that support will be available. We may suspend, withdraw, discontinue or change all or any part of this website for any reason without notice. We will not be liable to you or the organisation that you represent or are acting on behalf of if for any reason this website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to this website.

### Your account and password

You must treat your username, password and any security question and answer as confidential. You must not disclose it to any third party, including any other person engaged by the organisation that you represent or are acting on behalf of. We have the right to disable any user (including any Super User or Admin User) account at any time if we suspect that a third party is using your username or password.

If you know or suspect that anyone other than you knows your username, password or other security details, or has access to your email account, please ensure they are changed straight away.

We will not be liable for any loss or damage that arises as a result of a failure to keep your username and password secure.

# Intellectual property rights

We or our licensors own copyright in the content of this website. You may:

- download and temporarily store one or more of the pages of this website for the purposes of viewing them;
- download and store reports generated on the website; and
- print any page from this website, solely for the internal business purposes of the
  organisation you represent or are acting on behalf of. Any other storage, copying,
  transmission or distribution of the content of this website is prohibited without our
  consent.

Any third party who believes any part of this website infringes any of their rights should contact us immediately.

# Information we provide and no reliance on information

Information we provide may include, but is not limited to, help files, hints and tips, tutorials, tours, user support, fees structure, legal information, extracts, alerts, announcements, news articles and other general information and may be in any format. Format includes, but is not limited to text, images, photographs, audio, video and may be delivered by multiple mediums including, but not limited to an associated website, face to face, telephone or email.

Although we endeavour to update the information on this website, we make no representations, warranties or guarantees, whether express or implied, that the content and information on this website is accurate, complete or up-to-date.

Nothing contained on this site constitutes financial, investment, legal, tax or other advice and is not to be relied on in making a financial, investment or other decision. You should obtain relevant and specific professional advice before making any financial or investment decision.

#### User contributed information

Where you contribute information on any part of our site you are responsible for the accuracy and completeness of such information and for ensuring you have any necessary permissions or consents to provide that information to us. We do not accept responsibility for any loss suffered as a result of the information provided not being accurate, complete or up-to-date.

## Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to this website or any content in it, whether express or implied.

We will not be liable to any user or others regarding this website including 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, this website; or
- use of or reliance on any content or information displayed on this website.

We will not be liable for any loss or damage caused by third party interference such as a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any content on them, or on any website linked to them.

We assume no responsibility for the content of websites or resources hyperlinked on our website. Such hyperlinks should not be interpreted as an endorsement by us of those hyperlinked websites or resources. We do not accept any liability for any loss or damage that may arise in relation to them.

## Viruses

We do not guarantee that this website, or any data you download from the website, will be secure or free from bugs or viruses.

You and the organisation you represent or are acting on behalf of are responsible for configuring your information technology, computer programmes and platform in order to

access this website. You should use your own virus protection software.

You must not misuse this website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this website, the server on which this website is stored or any server, computer or database connected to this website. You must not attack this website via a denial-of-service attack or a distributed denial-of service attack.

## Linking to this website

You may hyperlink to this website, 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 this website in any website you do not have permission to hyperlink from. We reserve the right to withdraw hyperlinking permission without notice.

## Third party links and resources in our website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those websites or resources. The inclusion of any links to other websites does not imply a recommendation or endorsement of the views expressed on those websites. You follow such links entirely at your own risk.

# Contacting you about changes to the website

If you sign up for a user account on this website, we may contact you from time to time about details we deem important in relation to changes, updates or improvements to the website.

#### Prohibited uses

You may use this website only for lawful purposes. You may not use this website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to cause harm in any way including to people, especially minors, animals or property.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out in these Terms of Use.
- To transmit, or procure the sending of, any unsolicited or unauthorised material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

#### You also agree:

- Apart from as set out in these terms not to reproduce, duplicate, copy or re-sell any part of this website in contravention of the provisions of this policy.
- Not to access without authority, interfere with, damage or disrupt:
  - o any part of this website;
  - o any equipment or network on which this website is stored;
  - o any software used in the provision of this website; or
  - o any equipment or network or software owned or used by any third party.

## Suspension and termination

If, in our absolute discretion, we suspect there is any inappropriate use of this website by you or your User account, or if we otherwise deem it to be in our interest, we may take such action as we deem appropriate including withdrawal of your right to use this website, or disabling your User account with immediate effect.

We exclude our liability for actions taken in response to inappropriate use of this website and any breaches of this policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## Accessibility

We want to make this site accessible for everyone. We adhere as much as we can to the Web Content Accessibility Guidelines (WCAG) 2.0. to make this website accessible and to comply with the statutory obligations of the Equality Act 2010. If you find anything that is not accessible, please contact us.

# Applicable law

Please note that this policy, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.