

# Terms and Conditions

## EventsMakr Application Service

### Introduction

Strategic Integration Limited t/a Openbrolly is the web software company providing the Event Application Service to you. Councils use this service to allow you to make applications to them. These terms and conditions apply to your use of the system. Additional terms and conditions apply to the provision of the event application service, enquiries and permits, by each council which you will be notified of. Agreeing to these terms and conditions does not imply agreement to a council's terms and conditions.

These terms and conditions apply between you, the user of this event application website (including any subdomains, unless expressly excluded by their own terms and conditions), and Strategic Integration Limited t/a Openbrolly, the owner and operator of this website.

Please read these terms and conditions carefully, as they may affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these terms and conditions, you should stop using the website immediately.

In these terms and conditions, user or users means any third party that accesses the website and is not either (i) employed by

Openbrolly and acting during their employment or (ii) engaged as a consultant or otherwise providing services to Openbrolly and accessing the website in connection with the provisions of such services.

You must be at least 18 years of age to use this website. By using the website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

### **Intellectual property and acceptable use**

1. All content including on the website, unless uploaded by users, is the property of Openbrolly, our affiliates or other relevant third parties. In these terms and conditions, content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or in forms of this website, including any such content uploaded by users. By continuing to use the website you acknowledge that such content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by

implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

2. You must not otherwise reproduce, modify, copy, distribute or use for commercial or non-commercial purposes any content without the written permission of Openbrolly.

### **Warranty disclaimer**

This website, and all of the information it contains, and the services it provides, are provided "as is", and without warranty of any kind.

While we endeavour to ensure the accuracy of the information, the information on this website could include technical inaccuracies, outdated information or typographical errors. Changes may be periodically made to the information or the services on this website.

Similarly, no guarantee is made or implied that your application or enquiry will be delivered to the council or that it will be free from error in transmission.

### **Your Information**

We will store your information for the purposes of providing this service in compliance with GDPR (EU General Data Protection Regulation). [more information](#)

You are providing information for the purpose of making an application to a council. As such, we will provide information you supply to the relevant council in order that they can process your enquiry or application. This will include any personal information you provide. If you do not wish a council to receive your information, you should not make an application to them.

If you provide us with information about other individuals as part of the application process, please ensure you have their permission.

### **Limitation of liabilities**

We will not be liable for any loss, damages or injury occurred caused by any error, omission or fault on this website. If you have any concerns that the website is not operating correctly, you should contact the council that you are making the application to in the first instance.

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.