



SharedVoice

Terms and Conditions

Please read these terms of services carefully before using this site

About our Terms of service (the "Terms")

- These Terms explain how you may use this website (the "**Site**").
- Reference in these Terms to the Site is intended to refer to all websites established by Shared Voice www.sharedvoice.co.uk.
- You should read these Terms carefully before using the Site.
- By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them and you agree to comply with them.
- If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- We recommend that you print a copy of these Terms for future reference.

Who we are:

This site is operated by Shared Voice Limited ("**We**"). We are registered in England and Wales under company number 12444836 and our registered office is at 10, Coppergate Mews, Brighton Road, Surbiton, KT6 5NE.

To contact Us.

By post Data Protection Officer Shared Voice Ltd 10 Coppergate Mews Brighton Road Surbiton KT6 5NE By email: hello@sharedvoice.co.uk

- **Definitions:** Content means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site and including any information, documents or other materials available for download from it; **Cookie Policy** means the cookie policy, which governs how We use cookies, analytics and other similar technologies on our Site; **Advertisers Terms and Conditions** means the terms and conditions applicable to advertisers and use of the advertiser Portal, and which are available as You join or log in to the advertiser Portal; **Privacy Notice** means the privacy policy, which governs how We process any personal data collected from you; **Site** has the meaning given to it in clause 1.1; **Terms** means these terms and conditions of use as updated from time to time under clause 12; **User Content** has the meaning given to it in clause 7.1; **We** has the meaning given to it in clause 2.1, and "**Us**" and "**Our**" shall be interpreted accordingly; and **You or Your** means the person accessing or using the Site or its Content.

Other applicable terms

Your use of the Site means that You must also comply with Our Privacy Notice, where applicable. If You wish to access or use our Advertiser portal then you will need to become a subscriber to the appropriate website. If You access or use the Advertiser portal you must also comply with Our Advertiser Terms and Conditions.

Using the Site

Your use of the Site means that You and We will also comply with Our Privacy Notice and Cookie Policy, where applicable. You agree that You are solely responsible for all costs and expenses You may incur in relation to Your use of the Site. The Site is intended for use only by those who can access it from within the UK. If You choose to access the Site from locations outside the UK, You are responsible for compliance with local laws where they are applicable. There is a section of the Site which may only be accessed and used by users of the Site who are also Subscribers of the website Advertiser panel, or for the purposes of registering as a Subscriber.

This is Our “**Advertiser Portal**” and You must only access and use it if You are a Subscriber or are registering to be a Subscriber or signing up for such an account or if You are employed or engaged by a corporate entity or organisation which is a corporate or partner member or is signing up and has authorised you to access and use the advertiser and Subscriber Portal on its behalf. You should be aware that even if You are employed or engaged by a corporate entity or organisation and are accessing or using the Advertiser portal, or any other part of the Site, on its behalf the You personally are responsible for complying with these Terms. You are solely responsible for keeping any password, user identification code or other log in details confidential. If You know or suspect that anyone other than You knows Your password, user identification code or other log in details, You must promptly notify Us. We seek to make the Site as accessible as possible. If You have any difficulties using the Site, please contact Us on the contact details provided at clause 2.2. We may prevent or suspend Your access to the Advertiser portal or the whole or any other part of the Site if You do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

• Ownership, use and intellectual property rights

- This Site and all intellectual property rights in it including but not limited to any Content are owned by or licensed to Shared Voice Limited. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of Our rights in any intellectual property rights in connection with these Terms. This means, for example, that We remain owners or licensors of them and are free to use them as We see fit.
- Nothing in these Terms grants You any legal rights in the Site other than as necessary to enable You to access the Site. You agree not to adjust, to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

- You may only download information, documents or other materials from this Site where it expressly states that the same is available for download. Such downloaded information, documents or other materials remains Our Content and accordingly the provisions of this clause 6 apply to it.
- You may only make a copy of any part of Our Site or the Content as is reasonably necessary for Your own personal use or as You otherwise agree with Us in writing. You must not modify any Content You copy from Our Site in any way. Our status (and that of any identified contributors) as the authors of Content on Our Site must always be acknowledged. If You print off, copy or download any part of Our Site, including any Content, in breach of these Terms, Your right to use Our Site will cease immediately and You must return or destroy any copies of the materials You have made.
- You must not use any of the Content in any manner to assist or take part in the development, marketing, or sale of a product or service which is competitive or potentially competitive with those that we offer or otherwise creates a product or service which is (in whole or in part) the same as or similar to those that we offer.
- **Submitting information to the Site**
 - We may from time to time enable features that allow you to upload reports, articles, research papers, awards submissions, documents, photographs, video, comments, messages or other content (the “**User Content**”) from time to time. If you use any such feature you must comply with the provisions of this clause 7.
 - By uploading any User Content you acknowledge and agree that you are the author and owner of that User Content and all rights in it and that it complies with all applicable laws and is not obscene, defamatory or likely to be offensive to any other person and will not cause any damage to our reputation.
 - You also agree that we have the right to delete any of the User Content that you may upload from time to time and to edit it and use it as we see fit on our Site and in connection with any of our products or services as may exist from time to time, and in connection with any promotion, publicity or marketing of our Site, products or services as may exist from time to time.
 - We have the right to disclose Your identity to any third party who is claiming that any User Content posted or uploaded by You to Our Site constitutes a violation of their intellectual property rights, or their right to privacy. We have the right to remove any User Content You post on Our Site.
 - You must not misuse Our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Site, the server on which Our Site is stored or any server, computer or database connected to Our Site. You must not attack Our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use Our Site will cease immediately.

- **Accuracy of information and availability of the Site**
 - While We try to make sure that the Site is accurate, up-to-date and free from bugs and viruses, We make no representations, warranties or guarantees, whether express or implied, that the Content on Our Site is accurate, complete or up to date. You should use Your own virus protection software. Furthermore, We cannot promise that the Site will be fit or suitable for any purpose.
 - Any reliance that You may place on the information on this Site is at Your own risk. Content is provided for Your general information purposes only. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. We draw your attention to clause 6 in relation to any use You may make of any Member and Subscriber Portal Content.
 - The Site may include information, documents and other materials uploaded by other users of the Site, including reports, publications and research papers as well as input on bulletin boards, chat rooms and user forums etc. This information and these documents and materials have not been verified or approved by Us and you may need the permission of a third party before using it or them in any way. The views expressed by other users on Our Site, or in any information, documents or other materials that you access or download from this Site do not represent Our views or values.
 - While We try to make sure that the Site is available for Your use, We do not promise that the Site is available at all times nor do We promise the uninterrupted use by You of the Site. We may suspend or terminate operation of the Site at any time as We see fit.

- **Links and third party sites**
 - The Site may contain links or references to third party websites. Any such links or references are provided for Your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that We endorse that third party's website, products or services. Your use of a third party website may be governed by the terms and conditions of that third party website.
 - You may link to Our home page, 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 Our Site in any website that is not owned by You. We reserve the right to withdraw linking permission without notice. If You wish to link to or make any use of Content on Our Site other than that set out above, please contact Us.

- **Our responsibility for loss or damage suffered by You**
 - We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- To the maximum extent permitted by law We exclude all implied conditions, warranties, representations or other terms that may apply to Our Site or any Content on it.
- We will not be liable to You 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, Our Site; or use of or reliance on any Content displayed on Our Site.
- In particular, We will not be liable for:
 - loss of profits, sales, business, revenue, anticipated savings, business opportunity, goodwill or reputation or any business interruption; or
 - any indirect or consequential loss or damage.

- **Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

- **Variation**

No changes to these Terms are valid or have any effect unless agreed by Us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, You agree to be bound by any variation made by Us. It is Your responsibility to check these Terms from time to time to verify such variations.

- **Disputes**

These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. Parties to these Terms agree to the exclusive jurisdiction of the courts of England and Wales.

Standard sign up forms

As part of our work, we sometimes ask people to register their data. The standard text for our sign-up forms are set out below. [Respondent personal details – name, address, postcode, email etc] [Answers to survey questions]

- I give my consent to [name of campaign] through Shared Voice to keep me updated about the campaign and related matters.

Sharing data with third party organisations

As part of our work, we sometimes share personal data with public bodies and organisations to demonstrate public involvement in our campaigns. Respondents are specifically informed about this when responding to consultation/sign up surveys. Respondents are also asked to register, on a voluntary basis, to sign up to campaign updates. The standard text for our sign-up forms are set out below. [Respondent personal details – name, address, postcode, email etc] [Answers to survey questions]

- I give my consent to [name of campaign] through Shared Voice to share my support with [third party]. I give my consent for Shared Voice to keep me updated on the campaign.

Standard sign up text for 'Register your Support' webpage

[Respondent personal details – name, address, age, postcode, email etc]

- I give my consent to Shared Voice to share my support with [local authority/ Council's planning portal/other public bodies]. I give my consent for Shared Voice to keep me updated on the progress of planning applications and other related projects and campaigns.

Registration with the Information Commissioner's Office

Shared Voice is registered as a data controller with the Information Commissioner's Office (ICO). Our certificate and registration details are attached below. Shared Voice will own all the data that is generated by our digital platforms. We undertake the role of the data controller and data processor on all projects.

Privacy Policy

This website is run by Shared Voice.

Shared Voice empowers people, organisations and businesses to use digital tools to talk to decision makers. We

- Provide digital platforms to give communities of interest a voice.
- Utilise existing digital tools to support bespoke campaigns and programmes.

We are committed to protecting your personal information when you provide it. We are registered as a data controller with the Information Commissioner's Office. **How we handle your personal information?** The following tells you what to expect when Shared Voice collects personal information about you when you provide it via feedback through our websites and events. Shared Voice is committed to protecting your personal information when you provide us with it. Whenever you provide such information, we are legally obliged to use your information in line with all applicable laws concerning the protection of personal information, including the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. **Why do we need your data?** We want to be really clear about what we do, because it sets the scene for how and why we collect and process personal data. Personal data means any information about a living individual from which that person can be identified (but not data where the identity has been removed, like anonymous data). Shared Voice provide online engagement platforms, people, organisations and businesses – people just like you – to use digital tools to talk to decision makers. Our clients use our platforms to gather information that may reveal issues and suggest solutions, as well as for statutory consultation and formal processes. We can't make good engagement happen without collecting, using and sharing personal data. **How do we collect information?** We collect data from you in a number of different ways, depending on how you interact with us. You can interact with us directly, for example through a website. Or you can interact with us via someone else, for example by filling in a paper or digital questionnaire in your local area (this data is then provided to us for use in the consultation). If you interact with us directly, we may collect data from you:

- Via a website
- Through social media
- By email
- Over the phone
- In person

We may also be given data about you from third parties:

- From our customers and their partners
- From service providers who we engage on our behalf.
- From publicly available sources.

We may also automatically collect some technical data about your equipment, browsing actions and patterns. **What information do we collect about you?** We may collect and process the data about you described below. The specific data categories vary for each project. The data might include:

- Information that you provide by participating, for example your email address. (This is important, because we want to make sure our platform is used for feedback from real people – not lots of bots!)
- Information that you provide by filling in about you as part of responding to a consultation. Different projects might require a mix of these and other things, depending on what would be helpful for engagement purposes.
- Why ask for my postcode? It helps map which roads/estates have and haven't responded.
- Why ask for my age range? It helps identify how many residents have been reached in a particular age group.
- Why ask for my gender? It helps ensure that it has reached a balanced group of people. It's totally up to you if you share that information.
- Why ask for my ethnicity? It helps identify how many residents have been reached in an ethnic group. It's totally up to you if you share that information.
- Generally, information that you provide by filling in questions online or a paper questionnaire that is recorded on a consultation database.
 - Some of this information is mandatory (for example, we would like you to confirm that your feedback is genuine) and some may be requested to be provided on a voluntary basis – the screens will always make it clear which is which and why.
 - The questions that you fill in is bespoke for the project, so there may also be project specific information requested.
- Details of any materials, agreements and comments you provide
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of your visits to our websites including, but not limited to, traffic data, location data, weblogs and other communication data and the resources that you access (see IP addresses and cookies below).

IP addresses We may collect information about your computer, including where available: your IP address, operating system and browser type. This may be used for system administration and to report aggregate information to our customers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual. We collect information about how you use our websites and the device(s) you use to access it. This includes collecting unique online identifiers such as IP addresses, which are numbers that uniquely identify a specific computer or other network device on the internet. For more information, see our section on 'cookies'. **How we use the information we collect?** We will use your personal information for several purposes including the following:

- To record accurately and analyse any questions or feedback you have provided in response to our project;
- This information will provide us with data for the form reports about the public's views on issues.
- To keep a record of sections of the community who have provided feedback on our proposals;
- To provide insight to assist with the development of our proposed plans.

If we collect and use your personal information, our legal basis for processing your personal information is that it is necessary for our legitimate interest in receiving feedback. Your information will be handled and will be used solely by Shared Voice. We will keep your information within Shared Voice and our trusted third parties except where disclosure is required by law, for example to government bodies and law enforcement agencies or where you have given us explicit permission to share as part of our campaigns. Your information is processed only in the UK and is not moved or transferred overseas. **How long we will keep your information?** Your information will be retained and held in a secure environment until our proposals for this project are fully completed. **What rights do I have over my personal information?** Under the GDPR and the Data Protection Act 2018, you have the right to:

- Obtain a copy of the personal information we hold about you by making a subject access request.
- Ask us to correct any incorrect information we hold about you.
- Ask us to delete any of your personal information which we no longer have a legitimate reason for keeping.
- Restrict the processing of your information if we are using it for a purpose other than for which it was originally collected.
- Object to the processing of your information where this is justified.

For further information about exercising your rights, please contact:

hello@sharedvoice.co.uk You also have the right to lodge a complaint with a data protection authority if you have concerns about how your personal information is being processed. Please go to www.ico.org.uk for further information. **Third Party Software** We will from time to time use third party software to analyse data and communicate with individuals who have expressed they wish to be contacted. We use the following software to process or store data:

- Mail Chimp to find out about their privacy policy [click here](#)
- Survey Monkey whose privacy policy can be viewed [here](#)
- Google Analytics is used to measure the performance of the website their privacy policy can be found [here](#)
- Maptive is used to visually display data on a customized Google map. Maptive's privacy policy can be found [here](#).
- Zeemaps allows you to easily create, publish, and share interactive maps, their privacy policy can be viewed [here](#).
- 20i Domain registration and hosting services, their privacy policy can be viewed [here](#).

Changes to this privacy policy We will keep this privacy notice under regular review. The date of the last update shall appear at the beginning of this privacy policy statement.

Cookie Policy

Use of cookies

We store small text files called cookies on your computer so that you get the most out of the site and we can improve your experience for your next visit. If you continue exploring our site, we'll assume you're happy with this.

What is a cookie?

Put simply, cookies help a website to remember you. They're small files of letters and numbers that a website transfers to a file on your computer or mobile device. Without cookies, a website will always think you're a new visitor every time you move to a new page on the site. Cookies make interacting with a website faster and easier. Cookies also enable website owners to tailor the content to visitors' needs. And they do all this without storing any information that can identify you personally.

How do we use cookies?

Like most websites, we use cookies to help us improve your experience of our site.

Name	Description	Expiration
_utma	This cookie is typically written to the browser upon the first visit to the site from that web browser. If the cookie has been deleted by the browser operator, and the browser subsequently visits your site, a new <code>_utma</code> cookie is written with a different unique ID. This cookie is used to determine unique visitors to the site and it is updated with each page view. Additionally, this cookie is provided with a unique ID that Google Analytics uses to ensure both the validity and accessibility of the cookie as an extra security measure.	
_utmb	This cookie is used to establish and continue a user session with the site. When a user views a page on the site, the Google Analytics code attempts to update this cookie. If it does not find the cookie, a new one is written and a new session is established. Each time a user visits a different page on the site, this cookie is updated to expire in 30 minutes, thus continuing a single session for as long as user activity continues within 30-minute intervals. This cookie expires when	2 years from set/update

	a user pauses on a page on the site for longer than 30 minutes.	
_utmc	This cookie is no longer used by the Google Analytics ga.js tracking code to determine session status. Historically, this cookie operated in conjunction with the __utmb cookie to determine whether or not to establish a new session for the user. For backwards compatibility purposes with sites still using the urchin.js tracking code, this cookie will continue to be written and will expire when the user exits the browser.	30 minutes from set/update
_utmz	This cookie stores the type of referral used by the visitor to reach the site, whether via a direct method, a referring link, a website search, or a campaign such as an ad or an email link. It is used to calculate search engine traffic, ad campaigns and page navigation within the site. The cookie is updated with each page view to the site.	Not set
msc_cookie_consent	When you tell us you are happy that we use cookies we remember this so when you next visit we do not ask you again.	12 months
msc_last_activity	Every time the state is updated (the page reloaded) the last activity is set to the current datetime. Used to determine expiry. This is essential for logged in users, but not for guests – it is set for both.	12 months
msc_last_visit	Sets the datetime that the user last visited the site, and is set for both guests and logged in users. If not set, is automatically set to 10 years ago. Affects guests and logged in users.	12 months
msc_tracker	Tracks the last 5 pages viewed by the user, and is used primarily for redirection after logging in etc. Affects guests and logged in users.	12 months

What to do if you don't want cookies? If you don't like the idea of websites storing information in cookies, you can delete cookies that have already been set and stop sites from setting new ones. Here's how to do this in different browsers: **Google Chrome** You

can change your cookie settings in Chrome using the wrench icon on the toolbar. After clicking on the wrench, select 'settings', then 'show advanced settings', and then the 'content' settings button. **Mozilla Firefox** You can manage cookie settings in Firefox from the preferences window's privacy panel. To access the preferences window, click on the Firefox menu on the menu bar and select 'preferences'. **Safari** To change your cookie settings in Safari, select 'preferences' from the Safari menu and then click 'privacy'. **Internet Explorer** You can block cookies in Internet Explorer by clicking the tools button, and then clicking 'internet options'. To delete cookies, select 'safety' from the tools button and then click 'delete browsing history'. **Contact** This area of the website provides a home for our privacy policies. If you wish to exercise your rights, please contact the Shared Voice Data Protection Officer at the following contact points: **By post** Data Protection Officer Shared Voice Ltd 10 Coppergate Mews Brighton Road Surbiton KT6 5NE **By email:** hello@sharedvoice.co.uk