

1 What's in these terms?

- 1.1 These terms (**Terms**) tell you the rules for using:
- 1.1.1 our website www.alliancehomes.org.uk (the **Site**);
 - 1.1.2 our Connect customer portal software and any updates or supplements to it and electronic documentation relating to such software (the **Portal**); and
 - 1.1.3 our AllianceHomes mobile application software and any updates or supplements to it and electronic documentation relating to such software (the **App**).

2 Other Terms

- 2.1 It is important that you also review our [privacy policy](#), which sets out how we use your personal data, and our [cookie policy](#), which sets out what cookies we use and why.
- 2.2 If you use our WiFi internet service you must also comply with our [WiFi policy](#).
- 2.3 You must be over 18 to use the Site, Portal and/or the App, unless you are accessing the Site, Portal and/or App on behalf of or with an adult who is our customer.

3 Who we are and how to contact us

- 3.1 The Site, Portal and App are operated by NSAH (Alliance Homes) Limited (**We** or **Alliance Homes**). We make the Portal's diagnostic tools available to customers of Brighter Places.
- 3.2 **Alliance Homes** is a housing association regulated by the Regulator for Social Housing (number L4459) and a registered society under the Co-operative and Community Benefit Societies Act 2014 (registration number IP29804R). Our registered office is at 40 Martingale Way, Portishead, North Somerset, BS20 7AW.
- 3.3 **Brighter Places** is a housing association regulated by the Regulator of Social Housing No. (number L3758) and a registered society under the Co-operative and Community Benefit Societies Act 2014
- 3.4 You can contact us in a number of ways:
- 3.4.1 complete the form at www.alliancehomes.org.uk/contact-us/;
 - 3.4.2 writing to us at Alliance Homes, 40 Martingale Way, Portishead, BS20 7AW;
 - 3.4.3 using the chat function in the Site, Portal or the App or the messaging function within the Portal; or
 - 3.4.4 calling us at 03000 120 120 (which is our contact centre; opening hours are detailed at www.alliancehomes.org.uk/contact-us/).
- 3.5 We may transfer our rights and obligations under the Terms to another organisation. We will update the Terms, Site, App and Portal to reflect any such transfer, and we will ensure that any transfer does not affect your rights under the Terms.

4 Acceptance of and changes to the Terms

- 4.1 By using the Site, Portal or App, you confirm that you accept and will comply with all of the Terms which are applicable to the Site, Portal or App, and the policies set out at paragraph 2.
- 4.2 If you do not agree to the Terms and policies, you must not use the Site, Portal or App.
- 4.3 We may amend the Terms from time to time and upload an updated version to www.alliancehomes.org.uk/terms. Every time you wish to use the Site, Portal or App, please check the Terms at www.alliancehomes.org.uk/terms to ensure you have the most up-to-date version of the Terms.

5 Changes and access to the Site, Portal and App

- 5.1 We may update and change the Site, Portal and App from time to time to reflect changes to our services, our customers' needs and our business priorities.
- 5.2 The Site, Portal and App are made available free of charge.
- 5.3 We do not guarantee that the Site, Portal and App, or any content on any of the Site, Portal and App, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site, Portal or App for business and operational reasons. We will try to give reasonable notice via the Site and/or our social media accounts of any suspension or withdrawal of the Portal or App.
- 5.4 You are responsible for ensuring that all persons who access the Site, Portal or App through your internet connection are aware of the Terms and the policies set out at paragraph 2, and that they comply with them.

6 Intellectual Property Rights

You acknowledge that all intellectual property rights in the Site, Portal and the App throughout the world belong to us, that rights in the Site, Portal and the App are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Site, Portal and the App other than the right to use the Site, Portal and the App in accordance with these Terms.

7 How you may use material on the Site

- 7.1 As set out in paragraph 6, we are the owner or the licensee of all intellectual property rights in the Site and its contents. Those works are protected by copyright laws and treaties around the world. All our rights are reserved.
- 7.2 You may print off a copy, and may download extracts, of any page(s) from the Site for your personal use.
- 7.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

- 7.4 Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.
- 7.5 You must not use any part of the content on the Site for commercial purposes without our permission.
- 7.6 If you print off, copy, download, share or repost any part of the Site in breach of the Terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8 Acceptable use restrictions

- 8.1 You must not:
 - 8.1.1 use the Site, Portal or App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Site, Portal or App;
 - 8.1.2 infringe our intellectual property rights or those of any third party in relation to your use of the Site, Portal or App;
 - 8.1.3 transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Site, Portal or App;
 - 8.1.4 use the Site, Portal or App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users' access to the Site, Portal or App; and
 - 8.1.5 collect or harvest any information or data from the Site, Portal or App or our systems or attempt to decipher any transmissions to or from the servers running the Site, Portal or App.
- 8.2 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Site, Portal or App (except in relation to the Site for recruitment purposes). This includes using (or permitting, authorising or attempting the use of):
 - 8.2.1 any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Site, Portal or App, or any data, content, information or services accessed via the same; or
 - 8.2.2 any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- 8.3 The provisions in paragraph 8.2 should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).
- 8.4 Paragraph 8.2 shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

9 Content on the Site, Portal and App

- 9.1 The content on the Site, Portal and App is provided for information only. It is not intended to amount to advice on which you should rely.
- 9.2 Although we make reasonable efforts to update the information on the Site, Portal and App, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up to date.
- 9.3 Where the Site, Portal or App contain links to other sites and resources provided by third parties, these links are provided for your information only. These links should not be interpreted as approval by us of those linked websites or information you may obtain from them, and we have no control over the contents of those sites or resources.

10 Uploading content

- 10.1 Any content you upload to the Site, Portal or App will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.
- 10.2 We have the right to disclose any content you upload to the Site, Portal or App to any other tenant of the same property. We may also remove any content you upload if it is complained about by a tenant of the same property.
- 10.3 If you wish to contact us in relation to content uploaded to the Site, please do so as set out in paragraph 3.4.
- 10.4 You are solely responsible for securing and backing up your content.
- 10.5 You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

11 Rules about linking to the Site

- 11.1 You may link to the Site's 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.
- 11.2 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.
- 11.3 You must not establish a link to the Site in any website that is not owned by you.
- 11.4 The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the home page.

- 11.5 We reserve the right to withdraw linking permission without notice.
- 11.6 If you wish to link to or make any use of content on the Site other than that set out above, please contact us as set out in paragraph 3.4.

12 Licence to use Site, Portal and App

- 12.1 The licence set out in paragraphs 12 to 16 (**Licence**) is a legal agreement between you and us in relation to your usage of the Site, Portal and the App. We do not sell the Site, Portal and the App to you and we remain the owner or licensee of all elements of the Site, Portal and App.
- 12.2 You may use the Site, Portal and App for your personal use only, unless you are accessing the Site, Portal and/or App on behalf of or with an individual who is our customer.
- 12.3 In consideration of you agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable licence to use the Site, Portal and App in the United Kingdom on the terms of the Licence.
- 12.4 You acknowledge that you have no right to have access to the Site, Portal or the App in source code form.
- 12.5 The ways in which you can use the App may also be controlled by the Apple App Store or Google Play Store's rules and policies and the relevant app store's rules and policies will apply in relation to the App instead of the Terms where there are differences between the two.

13 Licence Restrictions

- 13.1 You agree that you will:
 - 13.1.1 except in the course of permitted sharing of the App (see paragraph 16.1.2), not rent, lease, sub-license, loan, provide, or otherwise make available, the Portal or the App in any form, in whole or in part to any person without prior written consent from us;
 - 13.1.2 not copy, translate, merge, adapt, vary, alter or modify, the whole or any part of the Site, Portal or App, nor permit the Site, Portal or App or any part of the Site, Portal or App to be combined with, or become incorporated in, any other programs, except as necessary to use the Portal and App as permitted in these Terms;
 - 13.1.3 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Site, Portal or App nor attempt to do any such things; and
 - 13.1.4 comply with all applicable laws in relation to your access to the Site, Portal and App, including but not limited to technology control or export laws and regulations that apply to the technology used or supported by the Site, Portal or App.

14 You must keep your account details safe

- 14.1 If you provide any information as part of our security procedures for the Portal and/or App, you must treat this information as confidential. You must not disclose it to any third party.
- 14.2 We have the right to disable your right to access the Portal and/or App, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of the Terms.
- 14.3 If you know or suspect that anyone other than you is able to access your account on the Portal and/or App, except those individuals referred to at paragraph 12.2, you must promptly contact us as set out at paragraph 3.4.
- 14.4 Tenants of the same property can automatically see each other's data within the Portal and App, including uploaded content such as images, and identification and contact data such as names, telephone numbers and email addresses.
- 14.5 If a tenant in the same property as you being able to see your data causes you concern and you want us to disable your account within the Portal and/or App, please contact us at set out at paragraph 3.4.

15 Operating System Requirements and Updates

- 15.1 **Operating System Requirements – Site:** You must use the latest version of an Android or Apple iOS web browser when accessing the Site (**Site Operating System Requirements**).
- 15.2 **Operating System Requirements – Portal:** You must use the latest version of an Android or Apple iOS web browser when accessing the Portal (**Portal Operating System Requirements**).
- 15.3 **Operating System Requirements – App:** You must use the current or previous major version of your mobile telephone or handheld device's Android or Apple iOS operating system and the current version of the App. The app store will only allow you to access the App if your operating system is supported. (**App Operating System Requirements**).

16 How you may use the Portal and App

- 16.1 In return for you agreeing to comply with the Terms you may:
 - 16.1.1 access, view, use and display the Site in accordance with the Site Operating System Requirements;
 - 16.1.2 access, view, use and display the Portal in accordance with the Portal Operating System Requirements;
 - 16.1.3 download, access, view, use and display the App in accordance with the App Operating System Requirements. In addition you may share the App in accordance with the rules of the relevant app store in relation to family sharing; and
 - 16.1.4 receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors which we provide to you.

- 16.2 Whilst you may have sharing rights in relation to the App as set out at paragraph 16.1.2, you may not otherwise transfer the App to someone else. If you sell or give away any device on which the App is installed, you must remove the App from it before you sell or give away the device.
- 16.3 If you access the Portal and/or App from a shared device you must not click 'remember me', and must start a new session with your own username and log-in details.
- 16.4 If you use any phone or device not owned by you to access or view the Portal or access, download or view the App, you must have the owner's permission to do so. You will be responsible for complying with the Terms whether or not you own the phone or device.

17 Portal and App Support

- 17.1 If you need assistance or support with accessing the Portal or App please check our frequently asked questions page on the portal at www.alliancehomes.org.uk/connect, or within the App, or alternatively contact us as set out at paragraph 3.4.
- 17.2 The Portal and App contain a feature to allow our staff to access your account within the Portal and App to:
- 17.2.1 provide you with remote support at your request;
 - 17.2.2 submit requests, undertake updates to information on your behalf; and
 - 17.2.3 review the settings of the Portal and App to improve the user experience.
- 17.3 You can choose to remove this access within the settings for the Portal and App but if you do so, this will mean that you will not be able to receive remote support or ask for updates to be carried out on your behalf.

18 Updates to the App

- 18.1 From time to time we may update the App to improve performance, enhance functionality, reflect changes to the App Operating System Requirements or address security issues. Alternatively we may ask you to update the App for these reasons.
- 18.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.
- 18.3 The App will only work with the operating system version set out in the App Operating System Requirements at paragraph 15.3.

19 Our responsibility for loss or damage suffered by you

- 19.1 In relation to the use of the Site, Portal and App 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.

19.2 Please note that we only provide the Site, Portal and App for domestic and private use. You agree not to use the Site, Portal or App for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

19.3 If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge, or for damage that was caused by you failing to correctly follow installation instructions or to have in place the operating system requirements set out in paragraph 15.

20 We are not responsible for viruses and you must not introduce them

20.1 We do not guarantee that the Site, Portal or App will be secure or free from bugs or viruses.

20.2 You are responsible for configuring your information technology, computer programmes and platform to access the Site, Portal and App. You should use your own virus protection software.

20.3 You must not misuse the Site, Portal or App 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 the Site, Portal or App, the server on which the Site, Portal or App are stored or any server, computer or database connected to the Site, Portal or App.

20.4 You must not attack the Site, Portal or App via a denial-of-service attack or a distributed denial-of service attack.

20.5 By breaching paragraphs 20.3 to 20.4, you could 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 the Site, Portal and App will cease immediately.

21 Termination of your rights to use the Portal and App

21.1 As set out at paragraphs 14.2 and 14.5, we may disable your access to the Portal and/or the App. If we disable access in accordance with paragraph 14.2 but what you have done can be put right we will give you a reasonable opportunity to do so.

21.2 If we disable your access to the Portal and/or the App:

21.2.1 we will no longer provide you with access to the Portal and/or App; and

21.2.2 you must stop using the Portal and/or the App.

22 General provisions: Portal and App

- 22.1 The Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms.
- 22.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 22.3 Even if we delay in enforcing the Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under the Terms, or if we delay in taking steps against you in respect of your breaking the Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 22.4 If the Portal or App are unavailable for any prolonged period then we will make an announcement on our Site and on social media and we will take steps to minimise the effect of the delay.

23 Which country's laws apply to any disputes?

The Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.