

Joinmyjourney participating organisation terms and conditions

Please carefully read this document and make sure you agree to all the terms and conditions. To proceed with the set-up of a dedicated joinmyjourney (JMJ) site for your organisation, please attach this document to an email and send it to businessactivetravel@bristol.gov.uk, stating that you agree to the terms and conditions attached along with details filled in on a organisation representative form.

joinmyjourney.org.uk (participating organisations sub-domain version) Terms and Conditions for participating organisations ("T&Cs")

1 Introduction

1.1 'joinmyjourney' is an online notice board facility for adult workers at participating businesses to find each other and arrange journey sharing. 'joinmyjourney' is not for profit, does not charge users and has been created to help people get journey sharing and save the planet!

1.2 Joinmyjourney.org ("JMJ") is a website initially created by Ecosurety Limited, and now run and managed by Bristol City Council in partnership with South Gloucestershire, Bath and North East Somerset and North Somerset council and operated for the participating organisation. Please contact businessactivetravel@bristol.gov.uk if you have any questions.

1.3 In these T&Cs:

- (a) References to "Users" are references to persons accessing JMJ.
- (b) References to "you", "your" and participating organisation are references to you, the business or educational establishments who has requested that their workers and students may join as Users of JMJ.
- (c) References to 'we', 'us' and 'our' are references to JMJ and to Bristol city Council and other UA as the context requires.

2 T&Cs

2.1 These T&Cs are important – please read them carefully! These T&Cs apply to the entire contents of the JMJ website under the domain joinmyjourney.org and to any correspondence by e-mail between us and you. We retain the right, acting reasonably, to modify these T&Cs at any time and will notify you by e-mail. It is your responsibility to check these T&Cs.

3 What jmj does do and doesn't do

3.1 JMJ does:

- (a) provide an online notice board facility on an 'as is, as available' basis for adult workers/students at participating businesses to find each other and arrange journey sharing;
- (b) rely on individual Users and participating organisations to act appropriately, treat each other with mutual respect and take responsibility for their own actions;
- (c) require participating organisations to provide an email address so that Users can report any problems with workers from the relevant participating organisations;
- (d) retain certain data about you to enable JMJ to function as an online notice board and publish anonymous information about carbon savings realised through journey sharing arranged through JMJ.

3.2 JMJ does not:

- (a) provide screening or verification services with regard to other Users or their vehicles;
- (b) take any steps to safeguard you, your workers/students or vehicles;
- (c) monitor JMJ, any communications through JMJ or reports about Users or their vehicles;
- (d) provide an online notice board for the general public or anyone under 18 years;
- (e) provide a transport service or advice on transport;
- (f) make any promises that JMJ will be accessible at any particular times or that your workers/students will be able to find other suitable Users;
- (g) arrange, collect or enforce any contributions or payment for journey sharing between Users;
- (h) provide any insurance policy for you or make any promises that using JMJ will not invalidate your own insurance policies;

3.3 JMJ's liability and your liability are set out at Clauses 7 and 8 below. Please read these carefully.

4 What you are responsible for

4.1 You are responsible for:

- (a) giving consent to your workers/students, who have email addresses belonging to your organisation, using those email addresses to access JMJ;
- (b) providing an email address that JMJ can use to report to you any complaints made about your workers/students from other Users;
- (c) monitoring complaints made about your workers/students and notifying us if you consider that a User should be removed from JMJ;
- (d) reading and following our safety guidance;
- (e) complying with these T&Cs;

- (f) taking normal steps to advise your employees on safe commuting, as you would normally do;
- (g) obtaining and maintaining insurance for your workers, as you would normally do;
- (h) reporting any problems that you encounter or become aware of in relation to JMJ.

5 Payment terms

5.1 This section is not applicable.

6 Our rights

6.1 We reserve the right to:

- (a) Reject anyone who would like to become a participating organisation for any reason without notice;
- (b) Remove any existing participating organisation and related Users for any reason without notice;
- (c) Update, change, suspend or permanently close JMJ without any notice.

6.2 You may leave JMJ at any time and for any reason. If you do so, your workers/students will be removed as Users automatically.

7 Privacy, data and acceptable use

7.1 Our approach to the capture, storage, sharing and use of information and data (including data supplied by you) is set out in our Privacy Policy which can be accessed through a link at the bottom of the JMJ webpages and forms part of these T&Cs. We take the privacy and safety of User and participating organisations very seriously, and are committed to safeguarding their privacy. To that end we ask that Users and participating organisations take note of and follow our Privacy Policy, basic guidelines and these T&Cs. We rely upon our Users to behave well towards each other and with mutual respect and consideration and take responsibility for their own actions and decisions.

8 Limitation of liability

8.1 Except in respect of our liability for death or personal injury resulting from our negligence or our fraudulent misrepresentation or any liability that we are not legally permitted to exclude (which is not limited or excluded in any way), we are not liable to you, any Users or any third parties in any circumstances for any loss or damage whatsoever (whether direct or indirect, including loss of profits, business interruption loss, loss of opportunity or any consequential loss) whether caused by negligence, misrepresentation, breach of statutory duty, or breach of contract or otherwise arising from or relating to JMJ.

8.2 Without prejudice to the generality of 7.1 above, we shall not be liable for any consequences arising out of meetings between Users, whether on JMJ or otherwise, or meetings between Users and/or non-users as a consequence of the use of JMJ or otherwise.

9 Your indemnity to us

9.1 You agree to indemnify us, our holding companies, our subsidiaries, our officers, employees, agents, representatives and subcontractors against any and all claims, demands, costs, losses, liabilities and expenses including legal expenses (on an indemnity basis) arising out of or relating to your use of JMJ and any breach of these T&Cs.

10 Miscellaneous

10.1 These T&Cs (including the Privacy Policy and Website Terms) supersede all previous agreements, promises and understandings relating to JMJ.

10.2 If any provision (or part of any provision) is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions will continue in force.

10.3 You acknowledge that you are an equivalent contracting party and the limitations in these T&Cs are necessary and appropriate in order to allow us to provide the JMJ free of charge to you.

10.4 You may not assign, transfer and/or subcontract all or any of your rights and/or obligations.

10.5 Nothing in these T&Cs is intended to or shall operate to create any partnership, agency, employment or joint venture.

10.6 A person who is not party to these T&Cs shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

10.7 No party shall be deemed to be in breach of the terms herein by reason of any delay in performing or failure to perform any of its obligations as set out herein to the extent that such delay or failure is due to a events reasonably outside the control of that party.

10.8 No failure or delay by a party in exercising any right or power under this Agreement shall operate as a waiver. No single or partial exercise shall preclude any further exercise.

10.9 If a dispute or difference arising out of or in connection with these T&Cs or performance, construction or interpretation cannot be resolved between you and us then you or we may refer the dispute to an agreed mediator or a mediator selected by the President Law Society.

10.10 This Agreement shall be governed by and construed in accordance with English Law.

IMPORTANT: No checks are made of Users' driving licences, authorisations or vehicles (including roadworthiness, MOT certificates or insurance). Users should exercise all due caution and satisfy themselves that any vehicle in which they are travelling and the person/persons that they are travelling with are suitable.

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