

# Terms and Conditions

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.creativeengland.co.uk](http://www.creativeengland.co.uk) ("our site"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

## INFORMATION ABOUT US

[www.creativeengland.co.uk](http://www.creativeengland.co.uk) is a site operated by Creative England ("we" or "us"). We are a limited company registered in England and Wales under company number 07432947.

Registered office address: 1st Floor, College House, 32-36 College Green, Bristol, BS1 5SP

## ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. When using our site, you must comply with the provisions of our acceptable use policy. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

## INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in

the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

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.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## **OUR SITE CHANGES REGULARLY**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## **OUR LIABILITY**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of goodwill;

wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our site 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 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.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## **LINKING TO OUR SITE**

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, but 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 from any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of material on our site other than that set out above, please address your request to [info@creativeengland.co.uk](mailto:info@creativeengland.co.uk).

## **LINKS FROM OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **JURISDICTION AND APPLICABLE LAW**

The English courts will have exclusive jurisdiction over any claim arising from, or related

to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## OUR COMPLAINTS PROCEDURE

### Complaints Procedure: General

Creative England is committed to being open and accessible and welcomes all comments on its work and the services that it provides. If you have a concern about the services provided to you please follow the steps set out below.

If your complaint relates to an application for an award or investment please refer to our separate Lottery complaints procedure which is in the second section of this document. Our complaints procedure is here to help us identify where our services or procedures might be improved.

### How to complain

#### Step 1: Resolving informally

The first step is to talk to a member of our staff. This can be done informally, either by arranging a meeting or by telephone. Usually, the appropriate staff member to talk to will be the person who dealt with the matter you are concerned about, as they will be in the best position to help you quickly and to put things right. If they are not available, or you would prefer to approach someone else, then please ask for their line manager. We will try to resolve the problem on the spot if we can. If we can't do this then we will take a record of your concern and arrange the best way and time for getting back to you.

#### Step 2: Formally taking your complaint further

Formal complaints should be raised within 3 months of the matter occurring. We hope you will only feel the need to make a formal complaint as a last resort and that you will

complain to the person dealing with the matter first to give them a chance to put things right. The first formal step is to put your complaint in writing to the appropriate staff member (the person who dealt with the matter in step 1). You should head the letter 'Complaint'. In your letter please set out the details, explaining what you think went wrong. We will acknowledge your complaint in writing within five working days of receiving it and the letter will say when you may expect a full response. This should normally be within 10 working days unless the matter is of a sensitive/ complex nature.

### Step 3: Formally raising with the CEO

If you are not satisfied with the response to step 2 you should put your complaint in writing to the CEO. You should head the letter 'Complaint'. In your letter please set out the details, explaining what you think went wrong and what you feel would put things right. Once the CEO receives a written complaint, she will arrange for it to be fully investigated. The CEO will acknowledge your complaint in writing within five working days of receiving it and the letter will say when you may expect a full response. This should normally be within 10 working days unless the matter is of a sensitive/ complex nature. If this is the case, we will keep you informed on what action is being taken and tell you when we foresee a complete response.

### Step 4: The Next Stage

If you are not satisfied with the CEO investigation and reply you can take your complaint to the Creative England board. Creative England is a company limited by guarantee and as such is governed by a Board of Directors. All materials relating to your complaint and to the CEO's investigation will be sent to the Chair of the Board. The Chair will let you know within seven working days that they have received your complaint and tell you when to expect a full response from them. This will normally be within 15 working days. You can obtain contact details for the CEO or Chair by contacting the HR & Operations Manager [caroline.hinds@creativeengland.co.uk](mailto:caroline.hinds@creativeengland.co.uk) or 0844 824 6042

### Complaints Procedure: Lottery awards

The common Lottery Distributors complaints procedure to be applied in relation to complaints to Creative England for Lottery activity is as follows:

#### Making a complaint

If you want to make a complaint, we have a procedure for you to follow and this page explains how it works. All organisations that distribute National Lottery funding in England or across the whole of the UK use this procedure. Making a complaint will not affect in any way the level of service you receive from us. For example, if your complaint relates to a funding application your chances of getting a grant from us will not be compromised.

Decisions on applications for Lottery funding are at the discretion of Creative England and an external panel. An appeal or complaint against the decision on a lottery application cannot be made on the basis of the quality or artistic content of an application.

Formal complaints or appeals can only be considered against the final decision on an application if you have good cause to believe that either:

The procedures for processing applications were not adhered to; or

The set procedures were applied in such a way as to significantly prejudice the outcome of your application.

If you believe you can establish such grounds please follow this process:

#### Step 1: Resolving informally

The first step is to talk to a member of our staff. This can be done informally, either by arranging a meeting or by telephone. Usually, the appropriate staff member to talk to will be the person who processed your application. If they are not available, or you would prefer to approach someone else, then please ask for their Head of department. We will try to resolve your concern on the spot if we can. If we can't do this then we will take a record of your concern and arrange the best way and time for getting back to you.

#### Step 2: Formally taking your complaint further

Write to the appropriate Head of department within one month of receiving notification of the decision. You should set out the ground(s) for your appeal stating the reasons why you believe the procedures were not adhered to or incorrectly applied. You should make it clear that this is a formal complaint to which you are seeking a response.

You will receive an acknowledgement within 5 working days and a full response within 10 working days

#### Step 3: Formally raising with the CEO

If you are not satisfied with the response, please write to the Chief Executive, Caroline Norbury, within ten working days of receiving response to your complaint. You should set out the ground(s) on which you believe the first response does not satisfy your complaint.

Please tell us all of the following information:

- what happened;
- when it happened;

- who dealt with you;
- Also tell us if there is anything we need to know about how to contact you (for example, if you would like us to reply by textphone or on audio tape).

You will receive an acknowledgement within 5 working days and a full response within 10 working days.

#### Step 4: The Next Stage

If you are not satisfied with the Chief Executive's reply, you can refer your complaint to the Independent Complaints Reviewer (ICR). You must do this within three months of receiving our response to stage two.

The ICR is unbiased and hears both sides of the complaint. The ICR is not part of our organisation and their investigations and recommendations are independent. There is no charge for using the ICR. The Office of the ICR will contact you within 5 working days of receipt of your complaint. The ICR has the power to decide whether or not to investigate a complaint, and he or she will explain their reasons if they decide not to investigate it.

If the ICR investigates your complaint and finds that it is justified, he or she will recommend ways for us to put things right, and how to prevent a similar situation in future. The ICR will report within three months, and usually more quickly, we will normally make any changes the ICR recommends to our procedures as quickly as possible.

The ICR cannot consider complaints that have not gone through the procedure set out in this document. If you want the ICR to consider your complaint, you must write to them, or send them an audio tape or CD, within 4 weeks of receiving our Chief Executive's reply.

The ICR cannot reverse funding decisions or make comments or changes to our legal responsibilities and policies on awarding grants.

To contact the ICR see 'Getting in touch' below.

#### Freedom of Information

The Freedom of Information Act 2000 gives you the right to ask us for information. Under the Act, we must provide you with the information you ask for unless it is not covered by an exemption within the Act. If the information you want is exempt, we have to tell you why. If you do not agree with us, you should follow stages one and two of the procedures set out in this document. If you are still not satisfied, you may ask the Information Commissioner to review our decision. To contact the Information Commissioner, see Getting in touch below.

Please forward all FOI requests to :



HR & Operations Manager  
Pod 52  
The Greenhouse  
MediaCityUK  
Salford  
M50 2EQ

### **Other ways to make a complaint:**

The Parliamentary Ombudsman

The Parliamentary Commissioner for Administration (known as the Parliamentary Ombudsman) investigates complaints by members of the public who have suffered injustice because of maladministration by public organisations.

By law, the Ombudsman is independent of the Government and the civil service, and has wide powers to investigate. The Ombudsman does not normally investigate complaints if they have not been through our complaints procedures first.

The Ombudsman's services are free. You can get an explanatory leaflet about the Ombudsman – see Getting in touch below.

Judicial review

A judicial review is where a judge examines your complaint to see whether we have behaved illegally. The judge cannot rule that we must change a funding decision, but he or she can ask us to reconsider our decision.

Your personal information

If you use our complaints procedure, you are agreeing that we can use any personal information you send us for purposes connected with your complaint. We may also give your personal information to other people and organisations if we have to do so by law or if you have given us permission.

## **EQUAL OPPORTUNITIES**

We are committed to equal opportunities and take complaints about discrimination seriously. We may use complaints about discrimination to review our policies and procedures. This is to make sure we treat everyone fairly. We may record information about the ethnic background, sex and disability of everyone who makes a complaint so that we promote and maintain our equal opportunities commitment. We will keep all information confidential.

## GETTING IN TOUCH

Director of Finance & Operations  
Creative England  
1st Floor  
College House  
32-36 College Green,  
Bristol,  
BS1 5SP  
Tel : 0844 8246042

Other contacts:

Office of the Independent Complaints Review  
c/o Lottery Forum  
7 Holbein Place  
London  
SW1W 8NR

Tel: 020 7591 6038  
Textphone: 020 7591 6255  
Email: [katie.roberts@lotteryforum.org.uk](mailto:katie.roberts@lotteryforum.org.uk)

You can get an explanatory leaflet about the Ombudsman from:

Parliamentary and Health Service Ombudsman  
Millbank Tower  
Millbank  
London  
SW1 4QP

Complaints Helpline Tel: 0345 015 4033  
Email: [phso.enquiries@ombudsman.org.uk](mailto:phso.enquiries@ombudsman.org.uk)

Information Commissioner's Office

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF



Tel: 0303 123 1113

Fax: 01625 524510

Email: [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk)

Do not use this complaints procedure to make a complaint about any fraud you think has taken place. You should report this to the Director of Finance and Operations at Creative England.