

## Institute of the Motor Industry – website terms and conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

### WHAT'S IN THESE TERMS?

These terms (the “Terms”) tell you the rules for using our website (<https://tide.theimi.org.uk/>) (“Our Site”).

For the terms and conditions applicable to the use of the following platforms, please click on the links below:

- [The IMI Connect Platform](#)
- [IMI Social Media Platforms](#)

For the purposes of this Policy, “IMI Social Media Platforms” shall include our [Twitter](#), [Facebook](#), [YouTube](#), and [LinkedIn](#) profiles, in addition to any other profiles or accounts that we may establish or maintain from time to time on any web-based applications and online forums which allow users to interact, share and publish content such as text, links, photographs, audio and video.

- [The Professional Register](#)

Please click on the links below to go straight to more information on each area:

- [Who we are and how to contact us](#)
- [By using our Site you accept these Terms](#)
- [There are other terms that may apply to you](#)
- [We may make changes to our Site](#)
- [We may suspend or withdraw our Site](#)
- [We may transfer this agreement to someone else](#)
- [You must keep your account details safe](#)
- [How you may use material on our Site](#)
- [Do not rely on information on our Site](#)
- [We are not responsible for websites we link to](#)
- [Our responsibility for loss or damage suffered by you](#)
- [How we may use your personal information](#)
- [We are not responsible for viruses and you must not introduce them](#)
- [Rules about linking to our Site](#)
- [Which country's laws apply to any disputes?](#)
- [Our trade marks are registered](#)
- [The IMI Connect Platform](#)
- [IMI Social Media Platforms](#)
- [The Professional Register](#)

### WHO WE ARE AND HOW TO CONTACT US

<https://tide.theimi.org.uk/> is a site operated by the Institute of the Motor Industry (“We”, “Us” or the “IMI”). We are registered in England and Wales under company number 00225180 and have our registered office at Fanshaws, Brickendon, Hertford, SG13 8PQ. Our VAT number is GB 916549892.

We are a private company limited by guarantee, without share capital. Founded in 1920, the IMI's purpose is to provide, and continuously evolve, the means by which people working in the automotive sector can attain relevant professional competence and appropriate recognition.

To contact us, please [Send us a message](#) or call us on 01992 519025.

## BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Site.

We recommend that you retain a copy of these terms for future reference.

## THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These Terms of use refer to the following additional terms, which also apply to your use of our Site:

- Our [Privacy Policy](#). For more information, please see [How we may use your personal information](#).
- Our [Acceptable Use Policy](#), which sets out the permitted and prohibited uses of our Site. When using our Site, you must comply with this Acceptable Use Policy.
- Our [Cookie Policy](#), which sets out information about the cookies on our Site.

## WE MAY MAKE CHANGES TO OUR SITE

We may update and change our Site from time to time to reflect changes to our services, our users' needs and our business priorities.

## WE MAY SUSPEND OR WITHDRAW OUR SITE

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms of use and other applicable terms and conditions, and that they comply with them.

## WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

## YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

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. 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 reasonable opinion you have failed to comply with any of the provisions of these Terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by [sending us a message](#).

## HOW YOU MAY USE MATERIAL ON OUR SITE

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 use and you may draw the attention of others within your organisation to content 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 content on our Site must always be acknowledged.

You must not use any part of the content 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.

## DO NOT RELY ON INFORMATION ON THIS SITE

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

## WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

### Whether you are a consumer or business user:

- 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.

### If you are a business user:

- 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 or reliance of any content displayed on our Site.
- In particular, we will not be liable for:
  - loss of profits, sales, business or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

### If you are a consumer user:

- You agree not to use our Site for any commercial or business purposes, and we shall have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 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 shall not be liable for damage that you could have avoided by following our advice, including 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 minimum system requirements advised by us.

## HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our [Privacy Policy](#).

## WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our Site. You should use your own virus protection software.

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.

## RULES ABOUT 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.

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.

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 in which you are linking must comply in all respects with the content standards set out in [our Acceptable Use Policy](#).

If you wish to link to or make any use of content on our Site other than that set out above, please [Send us a message](#).

## WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these Terms of use, 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 except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## OUR TRADE MARKS ARE REGISTERED

You are not permitted to use any of our trade marks without approval, unless they are part of material you are using as permitted under [How you may use material on our Site](#).

## THE IMI CONNECT PLATFORM

Use of the IMI Connect Platform (the “**Platform**”) is subject to these Terms in their entirety, our [Privacy Policy](#), our [Cookies Policy](#), our [Acceptable Use Policy](#), and the following terms and conditions (the “**Supplementary Platform Terms**”):

- **The Site.** For the purposes of this section, references in the Terms to the “**Site**” shall be deemed to include the Platform.
- **Access to the Platform.** You must create and log into a [MyIMI account] to access the Platform. If you do not already have a [MyIMI account], please [Click here](#) to create one.

You may not use a username that: (a) belongs to another user; (b) purports to be another person; (c) is misleading; (d) violates any intellectual property of any party; (e) is vulgar or offensive; or (f) we may reject, in our sole and absolute discretion.

You must be at least thirteen years old to access the Platform.

- **User-generated content is not approved by us.** This Platform may include information and materials uploaded by other users of the Platform, including (but not limited to) bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Platform do not represent our views or values.
- **Uploading content to the Platform.** Whenever you make use of a feature that allows you to upload content to our Platform, or to make contact with other users of our Platform, you must comply with the content standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution complies with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Platform 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 and other users of our Platform a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described below in [Rights you are giving us to use material you upload to the Platform](#)

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

- **Rights you are giving us to use material you upload to the Platform.** When you upload or post content to the Platform, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the Site and across different media, including to promote the Platform or any other service we may provide from time to time, to expire when you delete the content from the Platform; and
- a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content for their purposes, to expire when you delete the content from the Platform.
- **Violation and deletion.** We shall have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Platform if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

We reserve the right to delete, without consultation, any inaccurate content on the Platform relating to regulated qualifications, end-point assessment or IMI-accredited products. Appropriate action will be taken in line with the IMI Operating Manual and Centre Agreement to mitigate any risk.

We reserve the right to delete any unauthorised use or distribution of assessment content (photographs, copying/amendment/recording of questions). This is strictly prohibited and the appropriate action will be taken in line with the IMI Operating Manual and Centre Agreement to mitigate risk.

We may disclose any information, content or such other relevant materials to law enforcement authorities as we reasonably feel is necessary or as is required by law.

- **How to complain about content uploaded to the Platform by other users.** If you wish to complain about content uploaded by other users, please [Send us a message](#).
- **Suspension.** We may immediately suspend your use of the Platform, without notice, for:
  - (a) actual or suspected violations of:
    - (i) the [Terms](#);
    - (ii) these Supplementary Platform Terms; or
    - (iii) our [Acceptable Use Policy](#);
  - (b) use of the Platform in a way which has or may reflect negatively on or affect us, our prospects, or our members; or
  - (c) any other reason as we may determine to be necessary or desirable in our sole and absolute discretion.

If you know of usage that is in violation of items (a) – (c) above, please [Send us a message](#).

- **Disclaimer.** You accept all risk of using the Platform and the content on the Platform. To the fullest extent permitted, IMI and its suppliers provide the Platform as is, without any warranty whatsoever.

- **Limit on liability.** If, notwithstanding the other Terms and Supplementary Platform Terms, we are determined to have any liability to you or any third party, you agree that our aggregate liability shall be limited to [five hundred pounds].
- **Feedback.** We welcome your feedback and suggestions for the Platform. Please [Send us a message](#) to get in touch with us. You agree that we shall be free to act on any feedback you provide, and that we won't have to notify you that your feedback was used, get your permission to use it, or pay you. You agree not to submit feedback or suggestions that you believe might be confidential or proprietary, to you or others.
- **Correction of errors.** The Platform may contain typographical errors or other inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions at any time without prior notice. However we do not guarantee that any errors, inaccuracies or omissions shall be corrected.

## IMI SOCIAL MEDIA PLATFORMS

Use of the IMI Social Media Platforms is subject to these Terms, [Privacy Policy](#), [Cookies Policy](#) and [Acceptable Use Policy](#), plus the following terms and conditions (the “**Supplementary Social Media Terms**”):

- **IMI Social Media Platforms.** For the purposes of this Policy, “**IMI Social Media Platforms**” shall include our [Twitter](#), [Facebook](#), [YouTube](#), and [LinkedIn](#) profiles, in addition to any other profiles or accounts that we may establish or maintain from time to time on any web-based applications and online forums which allow users to interact, share and publish content such as text, links, photographs, audio and video.
- **The Site.** For the purposes of this section, references in the Terms to the “**Site**” shall be deemed to include the IMI Social Media Platforms.
- **User-generated content is not approved by us.** The IMI Social Media Platforms may include information and materials uploaded by other users of the IMI Social Media Platforms, including (but not limited to) comments, photographs, videos and other uploads. This information and these materials have not been verified or approved by us. The views expressed by other users on the IMI Social Media Platforms do not represent our views or values.
- **How to complain about content uploaded to the IMI Social Media Platforms by other users.** If you wish to complain about content uploaded by other users, please [Send us a message](#).
- **Uploading content to the IMI Social Media Platforms.** Whenever you upload content to the IMI Social Media Platforms, or interact with other users of the IMI Social Media Platforms, you must comply with the content standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to the IMI Social Media Platforms 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 and other users of the IMI Social Media Platforms a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in [Rights you are giving us to use material you upload](#)



You are solely responsible for securing and backing up your content.

We do not store terrorist content.

- **Violation.** We shall have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the IMI Social Media Platforms constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove, or seek to remove (as appropriate) any posting you make on or in response to the IMI Social Media Platforms if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

We reserve the right to delete, or seek to delete (as appropriate) without consultation, any inaccurate content on or in response to the IMI Social Media Platforms relating to regulated qualifications, end-point assessment or IMI-accredited products. Appropriate action will be taken in line with the IMI Operating Manual and Centre Agreement to mitigate any risk.

We reserve the right to delete, or seek to delete (as appropriate) any unauthorised use or distribution of assessment content (photographs, copying/amendment/recording of questions). This is strictly prohibited and the appropriate action will be taken in line with the IMI Operating Manual and Centre Agreement to mitigate risk.

We may disclose any information, content or such other relevant materials to law enforcement authorities as we reasonably feel is necessary or as is required by law.

- **Suspension.** We may immediately suspend your use of the IMI Social Media Platforms (by deleting, blocking or otherwise), without notice, for:
  - (a) actual or suspected violations of:
    - (i) the [Terms](#);
    - (ii) these Supplementary IMI Social Media Platform Terms; or
    - (iii) our [Acceptable Use Policy](#);
  - (b) use of the IMI Social Media Platforms in a way which has or may reflect negatively on or affect us, our prospects, or our members; or
  - (c) any other reason as we may determine to be necessary or desirable in our sole and absolute discretion.

If you know of usage that is in violation of items (a) – (c) above, please [Send us a message](#).

- **Disclaimer.** You accept all risk of using the IMI Social Media Platforms and the content on the IMI Social Media Platforms. To the fullest extent permitted, IMI provides the information and services contained within the IMI Social Media Platforms as are, without any warranty whatsoever.

- **Rights you are giving us to use material you upload to the IMI Social Media Platforms.** When you upload or post content to the IMI Social Media Platforms, you grant us the following rights to use that content:
  - a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the IMI Social Media Platforms and across different media, including to promote the IMI Social Media Platforms or any other service we may provide from time to time, to expire when you delete the content from the IMI Social Media Platforms; and
  - a worldwide, non-exclusive, royalty-free, transferable license for other users, partners or advertisers to use the content for their purposes, to expire when you delete the content from the IMI Social Media Platforms.

## THE PROFESSIONAL REGISTER

Use of the Professional Register is subject to these Terms, [Privacy Policy](#), [Cookies Policy](#) and [Acceptable Use Policy](#), plus the following terms and conditions (the “**Supplementary Professional Register Terms**”):

- **Definition.** For the purpose of this section, “**UK Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including (but not limited to) the United Kingdom General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- **Purpose.** You understand that the purpose of the IMI Professional Register is limited to allowing consumers to search for professionally-registered individuals or businesses that employ individuals who are professionally registered for the purposes of using their services (the “**Purpose**”).
- **Warranty.** You agree not to use the Professional Register for:
  - recruitment activity;
  - marketing or promotional activity;
  - research;
  - telesales or other sales activities; or
  - any other reason not relating to the Purpose.

You also understand that you are not permitted to capture, recreate or replicate this data in any way to use or to sell to a third party and to do so will be a breach of the Terms, the Supplementary Professional Register Terms and may also be a breach of the UK Data Protection Legislation.

- **Indemnity.** You agree to indemnify, keep indemnified and defend at your own expense the IMI against all costs, claims, damages or expenses incurred by the IMI or for which the IMI may become liable as a result of your failure (or the failure of your employees, subcontractors or agents) to comply with these Supplementary Professional Register Terms or the UK Data Protection Legislation.