

# Skills Match – Terms and Conditions of Use

The analysis behind Skills Match is complicated and requires a number of assumptions to be made. It is important that anyone using Skills Match to provide information, advice and guidance or to plan provision understands how the analysis has been produced and its limitations.

**Effective Date: 30<sup>th</sup> March 2015**

## 1 Definitions used in these Terms and Conditions

- **Effective date** – The date from which these Terms and Conditions are effective from
- **MIME Consulting** (“we”, “our”, “us”) – The limited company responsible for developing Skills Match (registered at Companies House – number 6306298)
- **Third party** – Another organisation which is legally separate to MIME Consulting Ltd
- **Website** – [skillsmatch.intelligentlondon.org.uk](http://skillsmatch.intelligentlondon.org.uk)

## 2 Usage of Skills Match

By using the Website you are agreeing to these Terms and Conditions. If you do not agree to any of these Terms and Conditions you should not use the Website.

### 2.1 Data and information used on Skills Match and disclaimer

The analysis presented on the Website is based on data gathered from a number of different sources including the Department for Education (DfE), the UK Commission for Education and Skills (UKCES) and the Data Service. MIME Consulting are not responsible for the raw data used.

The raw data has been processed using a statistical model which is explained in the FAQ section of the website (see <http://skillsmatch.intelligentlondon.org.uk/faq>).

As with any modelling project, there are a number of caveats to consider when looking at the analysis.

It is important to read and understand the following FAQs, at the very least, in order to put the analysis into context:

- What do you mean by “supply” and “demand” in Skills Match?  
([http://skillsmatch.intelligentlondon.org.uk/faq#supply\\_demand](http://skillsmatch.intelligentlondon.org.uk/faq#supply_demand))
- What are the main caveats to bear in mind when using Skills Match?  
(<http://skillsmatch.intelligentlondon.org.uk/faq#caveats>)

### 2.2 Website Availability

The Website will normally be available 24 hours a day. However, we make no guarantees that the Website will be available for 100% of the time, as there may be periods of site maintenance or server outages that necessitate some downtime.

### 2.3 Cookies

In common with most websites, we use cookies to help us improve the website and the services we provide (in particular, Google Analytics cookies). Cookies are small text files that are placed on your computer by websites that you visit. These text files can be read by these websites and help to identify you when you return to a website.

To find out how to see what cookies have been set and how to reject and delete cookies, please visit [www.aboutcookies.org](http://www.aboutcookies.org). To opt-out of analysis by Google Analytics on the Website and other websites, please visit [tools.google.com/dlpage/gaoptout](http://tools.google.com/dlpage/gaoptout).

### **3 Changes to the Website and Access to the Website**

We reserve the right at any time to suspend or discontinue providing access to the Website, temporarily or permanently, either completely or in particular geographical areas. In the case of any suspension or discontinuation we shall use all reasonable endeavours to notify registered users of such decision in advance.

You hereby agree that MIME Consulting and their subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be liable to you or to any third party for any changes or modifications to the Website, or for any decision to suspend or discontinue the Website, or your possibility to use or access the same from or within any territory or territories.

### **4 Ownership and Copyright**

The Website is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Title, ownership rights, and all intellectual property rights in and to the Website and Documentation shall remain with the Consultants and/or its licensors. You agree not to modify the Website, reproduce or distribute the Website except as expressly authorised herein, create derivative works of, or attempt to decipher, translate, decompile, disassemble, reverse engineer the Website or otherwise attempt to derive the source code of the Website or assist or encourage any third party in doing so.

If you are interested in further developing the analysis or methodology used, please contact MIME Consulting.

The data that powers each of the maps and charts on the Website has been made available to download via a download link at the bottom of each of the analysis pages. You are free to reuse this data as you deem appropriate, however, please contact MIME Consulting if you are unsure about how to use the data, or how it has been calculated.

### **5 Limitation of Liability & Indemnity**

The Website is provided "as-is". MIME Consulting hereby disclaim all representations and warranties, express or implied, with respect to the website, including without limitation, warranties of fitness for a particular use or purpose, merchantability and non-infringement. Whilst MIME Consulting will use reasonable endeavours to correct any errors or omissions on the Website as soon as practical once they have been brought to our attention, we make no warranties that the Website will operate without interruption or be error-free. We make no representations about the suitability of the Website or about the accuracy of any content or information made accessible by the Website.

Neither the MIME Consulting nor anyone else who has been involved in the creation, production or delivery of the Website shall be liable for any loss of revenue, profit or data, or for damages (including direct, indirect, incidental, punitive, consequential and special damages) under any theory of liability (including tort, contract, or any other theory) arising out of the your or any third party's use or inability to use the Website (including that resulting from a temporary or permanent suspension of service), even if advised of the possibility of such damages.

Under no circumstances will MIME Consulting be held responsible for the outcomes of any decisions made, or any advice or guidance provided as a result of the information used on Skills Match.

## **5.1 Indemnification**

You hereby agree to indemnify, defend and hold harmless MIME Consulting, its successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

- any violation by you of these Terms and Conditions
- any activity related to your account, be it by you or by any other person accessing your account with or without your consent unless such activity was caused by the act or default of MIME Consulting

## **6 Changes and updates to these Terms and Conditions**

We may occasionally update these Terms and Conditions (for example when introducing new features) and when we do so, we will revise the Effective Date shown. Please check back to these Terms and Conditions from time to time to ensure that you are aware of any changes. Your use of the Website means you accept the Terms and Conditions that are shown on the Website at the point of use.