

Thatcham Technical Helpline

Acceptable Use Policy

As a subscriber to the Technical Helpline you are permitted to make technical requests which we will use our reasonable endeavours to respond to by providing you with the requested technical information (the 'information').

The Technical Helpline is operated by The Motor Insurance Repair Research Centre a company limited by guarantee incorporated and registered in England with registered number 967763 ("we or us").

This is the acceptable use policy relating to the Technical Helpline.

This acceptable use policy applies to all users of the Technical Helpline and applies in addition to the terms and conditions of your subscription to escribe.

Your access to and use of the Technical Helpline and the information made available to you as a result of your use is subject to the following terms and conditions:

1. The hours of operation of the Technical Helpline are 8.00am to 6.00pm on any Working Day. For the purposes of this policy "Working Day" shall mean any day except Saturday or Sunday or days which are bank or public holidays in England or days when Thatcham is closed over holidays periods. For further details on dates when Thatcham is closed please refer to www.thatcham.org/helpline.
2. Only subscribers to escribe may use the Technical Helpline and subscribers may not make technical requests on behalf of anyone else or permit any non-subscribers to access the Technical Helpline.
3. No subscriber may make more than 1200 technical requests per year. This is to ensure that we can offer fair access and equal level of service to all subscribers. If you find that you need to exceed this limit, please contact the Subscriber Services Team 01635 294825 and we will consider your request.
4. You are not entitled to resell or redistribute any information that is provided to you by the Technical Helpline.
5. THE INFORMATION PROVIDED BY US TO YOU IN RESPONSE TO A TECHNICAL REQUEST IS SOLELY ON AN 'AS-IS/AS AVAILABLE' BASIS. WE MAKE NO REPRESENTATION OR CLAIM OF ANY KIND CONCERNING THE INFORMATION (EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO SATISFACTORY QUALITY OR AS TO PARTICULAR PURPOSE OR USE, OR THAT THE INFORMATION PROVIDED WILL NOT INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS).
6. YOUR USE OF THE TECHNICAL HELPLINE IS AT YOUR OWN RISK. THE INFORMATION WE PROVIDE MAY NOT REFLECT THE MOST UP TO DATE ISSUES, MATTERS, VERDICTS OR SETTLEMENTS. WE ASSUME NO RESPONSIBILITY FOR THE ACCURACY, OR COMPLETENESS OF THE INFORMATION. WE DO NOT GUARANTEE THAT ALL INFORMATION WILL BE CONTINUOUSLY AVAILABLE OR THAT ACCESS TO THE TECHNICAL HELPLINE WILL BE UNINTERRUPTED, TIMELY OR SECURE. YOU ACKNOWLEDGE THAT OPERATION OF THE TECHNICAL HELPLINE MAY BE AFFECTED BY FACTORS OUTSIDE OF OUR CONTROL. WE ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR THE INFORMATION, OR FOR DAMAGES ARISING FROM THE USE OF THE INFORMATION OR PERFORMANCE OF THE TECHNICAL HELPLINE UNDER ANY CIRCUMSTANCES. WITHOUT LIMITING THE FOREGOING WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER

DAMAGES RESULTING FROM OR IN ANY WAY RELATING TO YOUR USE OF THE INFORMATION UNLESS SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.

7. Each technical request is given a level of urgency with which it must be dealt. Level One being the least urgent and Level Three being the most urgent. We use reasonable endeavours to respond to any request to the Technical Helpline in the following timescales :
 - a. Level One within 3 – 5 Working Days
 - b. Level Two within 3 Working Days
 - c. Level Three within 1 Working Day
8. If the Technical Helpline team reasonably considers that a response to your request is likely to be delayed we will make reasonable efforts to notify you in good time of the delay. We accept no liability for delayed responses to Technical Requests. Response times may be slightly delayed following bank or public holidays or days when Thatcham has been closed over holiday periods.
9. You will be able to access any response to a Level Two or Level Three Technical Request that you have made in an on-line library ("Library") for a period of six months after the date of a response. After such time the response will be deleted. We accept no liability for the accuracy of the information that is kept for you in your Library and it is possible that this information may become superseded or outdated by new information during the time it is maintained in the Library. We draw to your attention the provisions of paragraphs 5 and 6 above.
10. We do not guarantee that we are able to answer all technical requests including without limitation technical requests for technical information from the following manufacturers: Bentley, Cadillac, Lotus, Perodua, Rolls Royce and manufacturers of all classic and high performance cars and low volume sports cars, for example TVR, Ferrari and McLaren.
11. You are responsible for ensuring that your emails are correctly submitted to Thatcham and for ensuring that your e-mail account is capable of receiving incoming e-mails from us. If we are experiencing difficulties e-mailing a response to you, we will use reasonable endeavours to alert you of the problem but we accept no liability for the non receipt by you of any e-mail that we have sent to you.
12. You shall not knowingly transmit any data or send to us any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
13. We will determine, in our discretion whether there has been a breach of this acceptable use policy through your use of the Technical Helpline. When a breach of this policy has occurred, we may take such action as we deem appropriate.
14. Failure to comply with this acceptable use policy shall constitute a material breach of your Technical Helpline Subscription and may result in our withdrawal of your right to use the Technical Helpline or any other action we reasonably deem appropriate.
15. We may amend, modify or substitute this acceptable use policy at any time and any such modification, amendment or substitution shall be posted on our website www.thatcham.org and apply from the date that it is posted. We recommend that you check the above website regularly for any such amendments or updates.