

Terms and Conditions for SPFOne and www.spfo.org.uk

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING EITHER OF OUR SITES.

These Terms and Conditions (together with the documents referred to in them) tell you the terms and conditions on which you may make use of <http://www.spfo.org.uk>, (the Strathclyde Pension Fund website), and/or <https://www.axisespfo.org.uk/altairMSSWeb/login>, (SPFOne), (together 'our sites'), whether as a guest or a registered user. Use of our sites includes accessing, browsing, or registering to use our sites.

By accessing our sites, you signify your agreement with and understanding of these Terms and Conditions. If you do not agree to these terms, you must not use our sites.

All legislation referred to in these Terms and Conditions refers to such legislation as amended, replaced or re-enacted. We may revise these Terms and Conditions at any time. Please check them from time to time to take notice of any changes we made, as they are binding on you.

Other applicable terms

These Terms and Conditions refer to the following additional terms, which also apply to use of our sites:

Our Privacy Policy and Statement, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our sites, you consent to such processing and you confirm that all data provided by you is accurate. Please click [here](#) to be taken to our Privacy Policy and Statement.

Our Cookie Policy, which sets out information about cookies on our sites. Please click [here](#) to be taken to our Cookie Policy.

Information about us

Our sites are operated by Glasgow City Council, acting as administering authority for Strathclyde Pension Fund ("We" or "SPFO"). Glasgow City Council is a Local Authority in terms of the Local Government (etc) (Scotland) Act 1994 and has its principal place of business at City Chambers, George Square, Glasgow G2 1DU. SPFO's main trading address is Capella Building, 60 York Street, Glasgow G2 8JX.

Changes to our sites

We may update our sites and may change the content at any time. However, please note that any of the content on our sites may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our sites, or any content on it, will be free from errors or omissions.

Accessing our sites

We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. Access to our sites is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our sites without notice. We will not be liable to you if for any reason our sites are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our sites.

Your account, activation key and password

If you choose, or you are provided with, a username, activation key, 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 username, activation key 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 and Conditions.

If you know or suspect that anyone other than you knows your username, activation key or password, you must amend your security settings for access immediately. Please contact us if you require assistance.

Unauthorised access of a SPFOne record may contravene the Computer Misuse Act 1990 and may incur criminal penalties as well as damages.

Intellectual Property Rights

All the content featured or displayed on our sites including, but not limited to text, graphics, photographs, images, moving images, sounds, illustrations and software is owned by SPFO, its licensors and its content providers, unless otherwise stated.

You may print off one copy, and may download extracts, of any page(s) from our sites for your personal use. You must not use any part of the content on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.

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.

If you print off, copy or download any part of our sites in breach of these Terms and Conditions, you must, at our option, return or destroy any copies of the materials you have made.

All opinions expressed belong to the individual authors and do not necessarily represent the policies or opinions of the Strathclyde Pension Fund Office or associated bodies. All copyright remains with the author or SPFO as applicable.

No reliance on information

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

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

Any calculations made within SPFOne are applicable to your Local Government Pension Scheme benefits only and therefore do not include any benefits payable in respect of your in-house additional voluntary contribution (AVC) arrangement. If you are an AVC contributor and you wish to receive information regarding your options upon retirement, please contact us directly.

The values generated from any benefit projection within SPFOne are estimated values only and therefore do not confer any statutory rights. They are calculated in accordance with current regulations and are provided on the understanding that they are not legally binding.

The information shown via SPFOonline is as at the date shown and is subject to change. If you suspect any of this information to be incorrect, please contact us.

The information on our websites is based on the Local Government Pension Scheme (Scotland) Regulations 1998; on the Local Government Pension Scheme (Scotland) Regulations 2008; and on other relevant legislation. It applies to individuals who were contributing members of the Local Government Pension Scheme on 1 April 1998 or who have since joined the Scheme. The information provided is for general use and cannot cover every personal circumstance, nor do they cover specific protected rights that apply to a very limited number of members. In the event of any dispute over your pension benefits, the appropriate legislation will prevail as our websites does not confer any contractual or statutory rights and are provided for information purposes only.

Neither SPFO nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of our websites. This limitation of liability applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. For the avoidance of doubt, SPFO does not limit its liability for death or personal injury to the extent only that it arises as a result of the negligence of SPFO directors, employees or other representatives. SPFO also does not exclude or limit our liability for our fraud or fraudulent misrepresentation.

To the fullest extent permitted by law, we exclude all warranties, representations or other terms which may apply to our sites or any content on them, whether express or implied.

Please note that we only provide our sites for domestic and private use. You agree not to use our sites for any commercial or business purposes, and we have no liability to you for any 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.

Links from our sites

Links from our sites to other sites are provided for your information and convenience only, and no responsibility or liability can be accepted for the content, accuracy, or other aspects of these sites. The provision of a link does not imply endorsement of any kind by SPFO.

Global restrictions

SPFO makes no representations that the content of its sites is appropriate for use in all locations. Those who access our sites do so on their own initiative, and are responsible for compliance with applicable local laws or regulations.

Material to be consulted in its entirety

All materials on our sites are meant to be reviewed in their entirety, including any footnotes, legal disclaimers, restrictions or disclosures, and any copyright or proprietary notices. Any disclaimers, restrictions, or other clauses apply to any partial document or material in the same manner as they do the whole, and will be deemed incorporated in the portion of any material or document you consult or download.

Viruses

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

You are responsible for configuring your information technology, computer programmes and platform in order to access our sites. You should consider using your own virus protection software.

You must not misuse our sites 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 sites, the servers on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may 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 sites will cease immediately.

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

Uploading content to our sites

Whenever you make use of a feature that allows you to upload content to our sites, you must comply with the content standards set out in our Acceptable Use Policy (which forms part of these Terms and Conditions). You warrant that any such contribution does comply with the Acceptable Use Policy, and you will be liable to us and indemnify us for any breach of that warranty.

Please note that any amendments made to your contact details or personal information will be updated immediately through SPFOOnline. You are advised to check that the changes made are correct. If they are not, please contact us.

Acceptable Use Policy

This Acceptable Use Policy sets out the terms between you and us under which you may access our websites. This Acceptable Use Policy applies to all users of, and visitors to, our sites.

Your use of our sites means that you accept and agree to this Acceptable Use Policy.

You may use our sites only for lawful purposes.

You may not use our sites:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards (as noted below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar correspondence (spam).
- To knowingly transmit any data, send or upload 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.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our sites in contravention of the provisions of our Terms and Conditions.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our sites;
 - any equipment or network on which our sites is stored;
 - any software used in the provision of our sites; or

- any equipment or network or software owned or used by any third party.

We will determine, in our discretion, whether there has been a breach of our Acceptable Use Policy through your use of our sites. When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with our Acceptable Use Policy may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our sites.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our sites.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of our Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

We may revise our Acceptable Use Policy at any time. You are expected to check our Terms and Conditions from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in our Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our sites.

Content Standards

These content standards apply to any and all material which you contribute to our sites (contributions). Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

Applicable Law

These Terms and Conditions, its subject matter, its formation and any non-contractual disputes or claims are governed by Scots law. The courts of Scotland will have exclusive jurisdiction.

Contact us

Strathclyde Pension Fund, P.O. Box 27001, Glasgow G2 9EW

0845 213 0202 Standard local rates apply from BT landlines. Calls from other operators or from mobiles may be higher.

spfo@glasgow.gov.uk

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