

## LEGAL NOTICE CONTAINING TERMS OF USE, DISCLAIMER, AND LIMITATION OF LIABILITY

“**Using**” or “**Use**” includes using, accessing, opening, saving, distributing, reading or otherwise doing anything with the Bulletins.

“**agree**” means you accept the Terms and you intend to be bound by the Terms. Your agreement means that there is a contract between You and the MGB on the basis of the Terms.

By **Using** the **Bulletins**, You **agree** to these **Terms**.

“**The Bulletins**” mean the information bulletins created by the Municipal Government Board (MGB) and hosted on the Alberta Municipal Affairs website ([www.municipalaffairs.alberta.ca](http://www.municipalaffairs.alberta.ca)) or at such other universal resource locator (URL) or stored on any electronic device as they may be from time to time.

“**Terms**” means the terms and conditions contained within this document.

**If You do not agree to the Terms, You must not Use any Bulletins.**

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### LIMITATION OF LIABILITY

Under no circumstances, including but not limited to negligence, will the MGB or Government of Alberta or both be liable for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the Use of, or the inability to Use, the Bulletins.

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### DISCLAIMER

The MGB attempts to ensure the accuracy of the information posted. However there may be instances where information is not current or complete. These Bulletins are retrospective. They provide a picture of MGB decisions and procedures in the past. The Bulletins may be out of date.

The MGB does not warrant that its future decisions will turn out in any particular way. In particular, MGB decisions are not binding precedents on future decisions. These Bulletins are not binding on the MGB panels that hear and decide appeals. Decisions from the past may or may not be followed in the future. Despite the efforts of those

drafting and reviewing the MGB's Bulletins, the Bulletins may not be perfect and the MGB may declare that any Bulletin(s) may contain inaccuracies or errors.

Additionally, the materials in the Bulletins are provided "as is" without warranties or conditions of any kind either expressed or implied. To the fullest extent possible under applicable law, the MGB and the Government of Alberta disclaim all warranties and conditions, expressed or implied, including but not limited to, implied warranties or conditions of merchantability and fitness for a particular purpose, non-infringement or other violation of rights. The MGB and the Government of Alberta do not warrant or make any other representations regarding the Use, accuracy, timelines, applicability, performance, security, availability or reliability of these Bulletins or any sites linked to in the Bulletins, or the results from the Use of the Bulletins or any sites linked to in the Bulletins, or otherwise respecting the materials on the Bulletins or any sites linked to in the Bulletins.

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### **MGB BULLETIN PURPOSE STATEMENT**

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The MGB is responsible for a small but important part of the justice system in Alberta. The Bulletins were created by MGB staff as a means of providing information about topics relevant to those who are involved in actions before the MGB within its legislated jurisdiction. However, the Bulletins are for convenience of reference only. The current applicable statutes, regulations, bylaws, plans, and other legal documents, should be consulted for the purposes of interpreting and applying the law.

The MGB is an independent tribunal. These Bulletins are neutral and not drafted to favour any person or group of persons. Any interpretation of one or more of Bulletins that appears to be otherwise is unintentional and accidental. In this regard, You will bring any concerns about the neutrality of the Bulletins to the attention of the MGB administration at Your first opportunity.

These Bulletins are not legal advice. All those who wish to have legal advice should consult a lawyer. The Bulletins are drafted for the purposes of providing general information and are not specific enough to cover all problems related to the topic of each Bulletin. The MGB's Bulletins are not created to be comprehensive and do not mention every relevant decision and outcome on the topic of each Bulletin. These Bulletins are not a replacement for legal research.

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### **HYPERLINKS IN & OUT**

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accuracy, completeness, efficacy or timeliness of the information located at such addresses.

The MGB is not responsible for the privacy practices of such websites. The MGB encourages You to review the privacy policies of any linked websites before navigating any website or disclosing personal information online.

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## **GENERAL TERMS**

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- You represent that you are capable to enter into and adhere to the Terms.
- If there is ambiguity in the Terms, that ambiguity will be interpreted in a way that is most favourable to the MGB.
- The Terms are additional to, supplemental to, and in the event of conflict supercede the terms of use that cover the remainder of the Municipal Affairs Website. Those terms may be accessed [here](#) (as of July, 2012).
- The governing law of the Terms is the law of the Province of Alberta.
- Any action involving the Bulletins or the Terms or both will be carried on exclusively in the judicial district of Edmonton in the Province of Alberta. Any other jurisdiction is unsuitable for an action involving the Bulletins or the Terms or both (as a *forum non conveniens*).
- The headings within the Terms are for convenience only.
- The Bulletins are the exclusive property of the MGB and all copyright in the Bulletins belongs to the MGB.
- You will not Use any Bulletin or part thereof for commercial use without prior permission of the MGB. However, no permission is required to Use the Bulletins for the purposes of representing one or more persons or consultations regarding representation of one or more persons appearing before the MGB. If you use the Bulletins in this latter case, You will provide Your clients with access to these Bulletins at no charge.
- You will not modify any of the Bulletins and pass off such modification as an original Bulletin. You will not use any of the Bulletins for creative purposes without prior written permission from the MGB.

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## **REVISING THE TERMS**

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The MGB may, at any time, without notice, revise these Terms by updating this legal notice. You are encouraged to periodically revisit this legal notice to review any revisions to the Terms. If any revision is not acceptable to You, You must cease accessing and using the Bulletins. If You continue to access or use the Bulletins after any revisions are posted, You accept those revisions whether or not you are aware of them.

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