

LITDRIVE UK TERMS & CONDITIONS

Last updated: 11th March 2021

1. Introduction

1.1. This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will license the non-user uploaded Content ('NUU Content') listed on this website (the 'Website') to you.

1.2. We remain the owners of the NUU Content at all times and do not sell the NUU Content to you.

1.3. Before paying our service charge, please:

1.3.1. Read through these Conditions

1.3.2. Print a copy for future reference

1.3.3. Read our privacy policy regarding your personal information

1.4. By participating as a registered member, you agree to be legally bound by these Conditions. You will be unable to proceed with paying your service charge if you do not accept these terms and conditions as may be modified or amended and posted on this Website from time to time.

1.5. We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

2. About us

2.1. This Website is owned and operated by Litdrive UK ('we'/'us'/'our'), a non profit CIO, charitable status registration pending no. 5139702 (June 2019), having our registered office at 15 Chaucer Street, Narborough, LE19 3EH. Our email address is LitdriveUK@hotmail.com, although this may be subject to change in future. LitdriveUK is based in the United Kingdom, and is consequently governed by UK law.

3. Communications

3.1. You agree that email and other electronic communications can be used as a long distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

3.2. We will contact you by email or provide you with information via our subscription newsletter or by posting notices on our Website.

4. Registration

4.1. When registering on the Website you must choose a username and password. You are responsible for all actions taken under your chosen username and password.

4.2. By registering on the Website you undertake:

4.2.1. That all the details you provide to us for the purpose of registering on the Website are true, accurate, current and complete in all respects,

4.2.2. To notify us immediately of any changes to the information provided on registration or to your personal information,

4.2.3. That you are over 18,

4.2.4. To only use the Website using your own username and password,

4.2.5. To make every effort to keep your password safe, not to disclose your password to anyone and to change your password immediately upon discovering that it has been compromised.

5. Service charge

5.1 The price of the Service charge is quoted on the Website.

5.2 Unless otherwise stated, the prices quoted include VAT.

5.3 The Service charge is a statutory contribution towards the operational costs of the website and services that Litdrive offers, in addition to any service that we may offer in the future. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Service charge to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). The service charge is payable once on a twelve month frequency.

5.4 Any such amendment, reduction or waiver of the Service charge to members is discretionary and can be withdrawn at any time.

5.4 Due to the electronic nature of the Service charge, you understand and agree that we are unable to offer refunds under any circumstance. This does not affect your statutory rights.

6. Payment

6.1 Payment must be made at point of log in for members, and at point of registration for non-members.

6.2 By opting to pay the Service charge, you consent to payment being charged to your account as provided on the order form including subsequent recurring charges as set out as the time of order.

6.3 Payment will be debited and cleared from your account before the making available of services to you.

6.4 By accepting these Conditions you:

6.4.1 Undertake that all the details you provide to us for the purpose of using the user-uploaded content are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Service charge fee ordered,

6.4.2 Undertake that any and all user-uploaded content accessed by you are for your own private or domestic use only and not for resale or sub-licensing

6.5 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or making payment of Service charge from our Website.

7. Content usage ('user-uploaded content') and restrictions

7.1 We allow you to upload content ("user-uploaded content") for the exchange of lawful, relevant, fair and appropriate information, opinions, material and comment with other users.

7.2 You acknowledge that all user-uploaded content is the sole responsibility of the person from which such content originated. The user-uploaded content remains the intellectual property of the user from which such content originated.

7.3 We accept no responsibility for, and do not guarantee, the accuracy, integrity or quality of any user-uploaded content. You are personally liable for ensuring that the material does not include content that is bound by copyright law.

7.4 Please be aware that any user who is aggrieved by any user-uploaded content may take legal action against you. This could result in data concerning your identity being disclosed and you having to pay compensation to the aggrieved party.

7.5 We do, whenever possible, using our quality assurance framework, pre-screen user uploaded content but we have the right to monitor user-uploaded content if we wish.

7.6 If we determine that any user-uploaded content as inappropriate or otherwise objectionable, or if the user-uploaded content does not meet requirements for our quality assurance framework, we may remove any user-uploaded content from the website without any liability to you or to a third party.

7.7 By starting to download, stream or otherwise access ('access') the user-uploaded content, you agree to comply with all the terms of the Licence and you must not access the user-uploaded content if you do not agree to comply with them.

7.8 If we do remove any user-uploaded content, we will endeavour to contact the relevant user, but reserve the right not to do so.

7.9 If you object to the publication of any user-uploaded content made available through our website, please let us know by clicking on the 'Report' button within the content description. We aim to act upon all reports within seven working days.

7.9.1 You must comply with all laws and regulations relating to the accessing of user-uploaded content of others.

7.9.2 You must not: use user-uploaded content in any unlawful manner or for any unlawful purpose, act fraudulently or maliciously in any way in using or in relation to the user-uploaded content, use the user-uploaded content in any way which infringes any Intellectual Property rights in the user-uploaded content that belongs to the respective, related member.

7.9.3 For educational purposes alone, you may retrieve and display the user-uploaded content on a computer screen, print out and photocopy the user-uploaded content of this website.

7.9.4 Except as set out above, you agree not to download, copy, reproduce, modify, store, archive, show in public, redistribute or commercially exploit in any way part of the user-uploaded content without the prior written permission of the Intellectual Property owner of the user-uploaded content in question.

7.9.5 Any such member found to be in breach of 7.9.2, 7.9.3, 7.9.4 will have their membership to access the Website revoked with immediate effect and without refund of the Service charge, as per 5.4.

7.9.4 Any such member that has their membership status revoked through events outlined within these Terms will not be able to apply for membership without first seeking written consent from the Founder or data officer in the first instance.

9.9.5 We accept no responsibility for, and do not guarantee against the re-distribution of user-uploaded content. If user-uploaded content is uploaded on a third party site, the third

party should be contacted to resolve in the first instance. We will work with users to revoke membership of all users that re-distribute or exploit user-uploaded content from the website.

8. Content usage ('website content') and restrictions

8.1 The website content may only be used for your personal, non-commercial use.

8.2 For educational purposes alone, you may retrieve and display the Content on a computer screen, print out and photocopy the content of this website.

8.3 Except as set out above, you agree not to download, copy, reproduce, modify, store, archive, show in public, redistribute or commercially exploit in any way part of the website content without the prior written permission of Litdrive UK.

8.4 You agree not to use the website content for any illegal or improper purpose, nor for any purpose which might infringe the rights of others, or which might harass or cause inconvenience or distress to any person.

8.5 We grant you a non-transferable, non-exclusive licence to use the user-uploaded content in accordance with the terms set out in these Conditions and the rules, policies and terms listed on our Website (the 'Licence').

8.6. We reserve all rights other than those granted in clause 8.1.

8.7 In order to access the website, NUU content and User-uploaded content, you will need to meet the technical requirements set out on our Website.

9 Intellectual Property

9.1 The content of the Website is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks, utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to Litdrive UK moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

9.2 You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

9.3 You may retrieve and display the content of the Website on a computer screen (including interactive white boards, projectors and similar devices), store such content in electronic form on disk (but not any server or other storage device connected to a network) or print multiple copies of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

9.4 You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

9.5 No licence is granted to you in these Conditions to use any of our trade marks or those of our affiliated companies and partners.

10. Liability and indemnity

10.1. Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

10.1.1. Death or personal injury resulting from our negligence

10.1.2. Fraud or fraudulent misrepresentation

10.1.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987

10.1.4. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability

10.1.5. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

10.2. We will not be liable if the Website is unavailable at any time.

10.3. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.

10.4. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website.

10.5. You might download, stream or otherwise access user-uploaded content which you consider to be offensive, indecent, explicit or objectionable in circumstances where this material has or has not been labelled to alert you to this. You agree to access user-uploaded content at your sole risk. We are not liable to you if the user-uploaded is offensive, indecent, explicit or objectionable, whether or not it was labelled to alert you to this risk.

10.6. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or as a result of your downloading, streaming or otherwise accessing any user-uploaded content supplied on the Website or from any website linked to it.

10.7. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

10.8 We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:

10.8.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any loss related to your business, the extent of which was not foreseeable at the time of the contract); or

10.8.2. any loss of goodwill or reputation; or

10.8.3. any special losses or losses not normally reasonably foreseeable at the time of the contract; or

10.8.4. any loss of data; wasted management or office time; or any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website or any aspect related to your agreement to take membership even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, is strictly limited to the total of the service charge.

10.9 We are not liable if the user-uploaded content is not suitable for use on your device or for your requirements. This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

11. Termination

11.1 We reserve the right to terminate an agreement formed with you and to suspend or terminate your access to the Website immediately and without notice at any time, for any reason. Such reasons may be, but are not exhausted to:

11.1.1. You fail to make any payment to us when due

11.1.2 You breach these Conditions (repeatedly or otherwise)

11.1.3 You are impersonating any other person or entity

11.1.4 When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity

11.1.5. We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

11.1.6 you breach any of the Licence restrictions in this Contract or infringe the intellectual property rights of any person in the Digital Content

11.2 or 11.1.7 you seek to damage the name of the charity or members of the team whilst they undertake their voluntary roles. On termination of this Contract,

11.2.1. all rights granted to you to use the user-uploaded content will terminate

11.2.2. we may require you to delete or remove the user-uploaded content from any devices on which you have downloaded, streamed or otherwise transferred it and to prove to us that you have done so

11.2.3. we may require you to destroy all copies of the user-uploaded content in your possession, custody or control and to prove to us that you have done so.

12. Privacy policy

12.1 You consent to us collecting and using technical information about the device on which you download, stream or otherwise access and use the user-uploaded content and

about any associated hardware and software used by you so that we may improve our service to you and ascertain whether you are in breach of the terms of the Licence.

12.2 You consent to us collecting and using data related to the location of the device on which you download, stream or otherwise access and use the user-uploaded content so that we may improve our service to you and ascertain whether you are in breach of the terms of the Licence.

12.3 We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).

12.4 You can find full details of our Privacy Policy on the Website.

12.5. We do not store credit card details nor do we share customer details with any 3rd parties.

13. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

14. External links and partnerships

14.1 To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

14.1.2 The privacy practices of such websites 14.1.3 The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources 21.1.3. The use which others make of these websites; or 14.1.4 Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources.

15. Linking to the Website

15.1 You may create a link to the Website from another website, document or any other source without first obtaining our prior written consent.

15.2 Any link must be: 15.2.1 Established from a website that does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which it is hosted 15.2.2 Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it 15.2.3 Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists.

15.3 We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

15.4 We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

16 LitdriveCPD Regional Events

16.1 Places are limited and will be allocated on a first come first served basis.

16.2 LitdriveUK reserves the right to alter the programme, date and speakers of any event.

16.3 All materials are the intellectual property of LitdriveUK, our respective partners and the guest speakers.

16.4 LitdriveUK reserves the right to the extent of availability of the Regional events to members.

17 Peer coaching programme

17.1 LitdriveUK is not responsible for any change or cancellation of your peer match within the peer coaching programme.

17.2 Wherever possible, LitdriveUK will place coaches and participants according to need, but this cannot be guaranteed.

17.3 LitdriveUK reserves the right to withdraw our offer or certification for completion of the peer coaching programme without providing any reasons for withdrawal.

17.2 The framework documentation materials are the intellectual property of LitdriveUK.

18. General

18.1. We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.

18.2. All prices and descriptions supersede all previous publications. All user-upload descriptions are approximate.

19. Complaints

19.1 If you have a comment, concern or complaint, please contact us via email at LitdriveUK@hotmail.com or by post at 15 Chaucer Street, Narborough, Leicestershire LE19 3EH.