

Terms & Conditions

In these terms and conditions:-

“Conditions”

means these terms and conditions of use;

“Designated Users”

means the individuals who have obtained from you Passwords to access the Website;

“our”, “us”, “we”

means CASCAiD Limited, whose principal place of business is 2 Oakwood Drive, Loughborough Park, Loughborough, Leicestershire, LE11 3QF;

CASCAiD Limited is a company registered in England and Wales with the company registration number 3123004 and whose registered office is at The Finance Office, Loughborough, Leicestershire, LE11 3TU.

“Passwords”

means any licence names or licence codes given to you and/or any user names or passwords created by you;

“you” and “your”

means the organisation and/or person who agrees to use this site in accordance with the Conditions, including all Designated Users;

“Website”

means the entire contents of the website operating under the domain names www.cascaid.co.uk, www.cascaidmanager.co.uk and www.outstandingdirections.org.uk.

IMPORTANT LEGAL NOTICE

ATTENTION: this legal notice applies to the entire contents of this Website and to any correspondence by email between us and you. Please read these terms carefully before using this Website. Using this Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use this Website.

1. Introduction

1. By accessing any part of this Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Website immediately.

2. We may revise this legal notice at any time by updating this posting. You should check this Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

2. Licence

1. You and your Designated Users are permitted to print and download extracts from this Website for your own use on the following basis:

- no documents or related graphics on this Website are modified in any way;
- no graphics on this Website are used separately from accompanying text; and
- our copyright and trademark notices and this permission notice appear in all copies.

2. Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including, without limitation, photographs and graphical images) are owned by us or our licensors. For the purposes of this legal notice, any use of extracts from this Website other than in accordance with paragraph 2.1 above for any purpose is prohibited. If you or your Designated Users breach any of the terms in this legal notice, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

3. Subject to paragraph 2.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

4. Passwords are for use by you only and such use shall be pursuant to these Conditions.

5. Notwithstanding the provisions of paragraph 2.4 above, it shall remain the sole responsibility of you to ensure that any Passwords may not be published on the World-Wide Web or in any other publications that can be accessed by the public at large.

6. Any rights not expressly granted in these terms are reserved.

3. Payment details

1. The access to this Website is NOT free or shareware.

2. Where relevant, unless you already subscribe to the Website, the subscription fee to be paid by you is the fee displayed on the "Cost" page for each product on our main website (www.cascaid.co.uk) at the time we receive your order. If we discover an error in the level of the subscription fee relevant to the subscription that you have ordered, we shall notify you as soon as possible providing you with the option of either confirming the subscription at the correct subscription fee or cancelling the subscription. If we are unable to contact you for the purposes of this paragraph 3.2, the order shall be deemed cancelled and where you have already made payment for the subscription, this shall be refunded in full.

3. All subscriptions fees are exclusive of VAT.

4. Payment can be made by one of the following credit or debit cards: Mastercard, Visa, Visa Debit, Visa Electron, and Solo.

4. Service access and maintenance

1. While we endeavour to ensure that this Website is normally available in accordance with paragraph 4.3, we shall not be liable if for any reason this Website is unavailable at any time or for any period.
2. Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.
3. Our engineers support this Website between the hours of 7.00 a.m. and 10.00 p.m. UK local time, seven days a week (excluding Christmas Day, Boxing Day, and New Year's Day).

Limited access to this Website may be available between the hours of 10.00 p.m. and 7.00 a.m. but cannot be guaranteed.

4. Our technical helpline is available between 9.00 a.m. and 5.00 p.m., Monday to Friday (excluding public holidays within the UK).

5. Visitor material and conduct

1. Other than personally identifiable information, which is covered in a separate document ([please read our Privacy Policy](#)) any material you transmit or post to this Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
2. You are prohibited from posting or transmitting to or from this Website any material:
 - that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - for which you have not obtained all necessary licences and/or approvals; or
 - which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or would otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
 - which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
3. You may not attempt to gain unauthorised access to any part of this Website, other accounts or Designated User accounts, or any computer systems or networks connected to the Website either through hacking, password mining or any other means. You may not collect or attempt to collect personal information relating to others through use of this Website.
4. You may not use this Website in a way that breaches these Conditions (or their spirit) or any applicable law or Regulations, or in a way that causes or is likely to cause any damage, interruption or impairment of this Website.

5. We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of paragraph 5.2, paragraph 5.3 or paragraph 5.4.

6. Certain Websites may require the use of Passwords. You must keep any Passwords confidential and must not disclose them or share them with anyone, unless permitted in writing by us. You will be responsible for all activities that occur under your Password(s). If you know or suspect that someone else knows your Password(s) you should notify enquiry@cascaid.co.uk immediately.

7. For the avoidance of doubt, any data inputted by you or your Designated Users shall be held on our system for a period of 12 months.

6. Links to and from other websites

1. Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and we do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

2. You must seek and obtain the written consent of the Company before creating any link to this Website. All authorised links to this Website must be to the homepage of this Website and make it clear that this Website and its contents are distinct from the website containing the link.

7. Registration

1. The Password is for you only. We do not permit you to share your Password with any other organisation.

2. Responsibility for the security of any Passwords issued rests with you.

8. Payment and Cancellation

1. The subscription fee payment shall not (in accordance with the “information page”) be processed until Passwords have been allocated to you.

2. You may cancel your order any time before the earlier of the following:

- Passwords have been allocated to you; and
- the seventh day (excluding Saturdays/Sundays and public holidays) after the day on which the Service was ordered.

3. You may cancel your order in accordance with Clause 8.2 above by sending or delivering a letter, email or fax for the attention of The Customer Services Manager at our address shown above.

4. Cancellations of contracts for the purchase of access to our online products will not be accepted if the access usernames and passwords have been used.

9. Disclaimer

1. While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

2. The material on this Website is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

10. Liability

1. We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing of this Website or your downloading of any material from this Website or any websites linked to this Website.

2. Nothing in this legal notice shall exclude or limit our liability for:

- death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
- fraud; or
- misrepresentation as to a fundamental matter; or
- any liability which cannot be excluded or limited under applicable law.

3. If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

11. General

1. This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

2. We may terminate this subscription at any time if you are found in breach of any of these terms. For the avoidance of doubt if your subscription is terminated in accordance with this paragraph 11.2 you will not be entitled to a refund of your subscription fee.