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# Roadwise Driver Training CIC Use of Website Terms and Conditions

# **Legal Note:**

The terms and conditions set out below (the "Terms of Use") apply to the entire contents of the website under the domain name roadwisedrivertraining.co.uk (the "Website") and to any email correspondence between us and you ("you", the "user"). Please read the Terms of Use carefully. By continuing to use the Website you are confirming that you accept the Terms of Use. If you do not accept the Terms of Use, you must leave the Website immediately.

## Children under 16 years old:

If you are under 16 years old, you must ask your parent or a guardian before you:

- email the website, or ask us to email anything to you;
- · send any information to us;
- enter any competition or guizz that requires information about you or offers a prize:
- offer or agree to buy anything online (e.g. gift voucher)

By continuing to use the Website and any of the services offered by it, you are confirming that you have received the consent of your parent or a guardian.

#### **About Us:**

This website is the official website of Roadwise Driver Training CIC, a company registered in Scotland with company number SC257026, whose registered office is at Marywell Centre, Marywell Street, Aberdeen, AB11 6JF and head office is at Sir Ian Wood House, Hareness Road, Aberdeen, AB12 3LE (We, Us, Our).

If you have any comments or questions about this website or any of our services please contact us:

Roadwise Driver Training CIC, Sir Ian Wood House, Hareness Road, Aberdeen, AB12 3LE Tel. 08000 151 642

Email. info@roadwisedrivertraining.co.uk

### **Privacy:**

Your privacy is important to us. Please see our Privacy Policy for details about what information we collect and how we will use and protect it.

## Copyright, trademark and intellectual property rights:

- All materials presented on this website, unless specifically indicated otherwise, is under copyright to Roadwise Driver Training CIC.
- The contents of this website are freely downloadable for browsing purposes only and may not be reproduced in whole or in part or otherwise made available without the prior written consent of the company.
- In addition, none of the materials on this website may be copied, altered in any way, or transmitted or distributed to any other party without the prior express written permission of the company.

- You may not create links to this website without the express prior written consent of Roadwise Driver Training CIC.
- Linked websites, whether permitted or not, do not have any implied affiliation with this website.
- All other Intellectual Property Rights (including, without limitation, unregistered trade marks, trade names and logos, all database rights, rights in designs, rights in know-how, patents and rights in inventions (in all cases whether registered or unregistered and including all rights to apply for registration) and all other intellectual or industrial property rights in any jurisdiction) in any information, content, materials, data or processes contained in or to this website belong to Roadwise Driver Training CIC.

# **Acceptable Use Policy:**

Any and all materials which you contribute to or send via the Website must:

- be accurate (where they state facts);
- · be genuinely held (where they state opinions); and
- comply with all applicable law in the United Kingdom and in any country from which they are posted.

Any and all materials which you contribute to or send via the Website must not:

- be unlawful, harmful, threatening, defamatory, libellous, obscene, harassing or racially or ethnically offensive;
- · facilitate or promote illegal activity;
- be or contain anything which is technically harmful (including, without limitation, a computer virus, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
- infringe the intellectual property rights or other rights of any third party;
- promote unlawful violence, discriminate based on race, gender, colour, religious belief, sexual
  orientation, disability; or be contributed or sent for commercial gain.

## **Website Availability:**

The Website is provided free of charge and we make no guarantee that it will be uninterrupted or error free. We reserve the right to suspend or withdraw the whole or any part of the Website at any time without notice and without incurring any liability.

# **Links from This Website:**

We may, from time to time, provide links from the Website to websites that are owned and controlled by third parties. These links are provided only for your convenience and we have no control over, and will have no liability in respect of, those third party websites.

#### Security:

Internet transmissions are never completely private or secure and there is a risk, therefore, that any message or information you send to us from the Website may be intercepted and potentially read by others. We will have no liability in respect of any transmissions you send to us and you do so entirely at your own risk.

## **Accuracy of Information:**

We take care to ensure that all information available on the Website is accurate and up-to-date. However, these are continually developing and updated and the information, images, specifications and prices on the Website may, occasionally, be inaccurate or out of date. We have no liability for any inaccurate information and reserve the right to correct it at any time.

#### **Email Service:**

If you subscribe to any of our email services (such as newsletters) your use of the content received through the email service will be subject to these Terms of Use.

# Withdrawal of your Access to the Website:

Any use of this Website or any materials provided on it other than in accordance with these Terms of Use is prohibited. If you breach any of these Terms of Use, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

## **Liability:**

Roadwise Driver Training CIC tries to ensure that all the information provided as part of this website is correct at the time of inclusion on the website but does not represent that the information contained in this website is accurate, comprehensive, verified or complete, makes no representation or warranty as to the currency, adequacy or suitability, and shall accept no liability for the accuracy or completeness of the information contained in this website or for any reliance placed by any person on the information.

We do not accept any liability for any errors or omissions.

Roadwise Driver Training CIC directors, employees, franchisees or shareholders 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:

- the Website;
- · the use, inability to use or the results of use of the Website; and
- · any websites linked to the Website or the material on such websites,

Nothing in these terms and conditions shall exclude Roadwise Driver Training CIC liability for death or personal injury resulting from the Roadwise Driver Training CIC's negligence.

## **Information Relating to a Third Party:**

You undertake not to either include or otherwise disclose any confidential information or personal data relating to third parties in connection with your use of the Website without that third party's express written consent.

### Variation:

We reserve the right to change these Terms of Use at any time. The new version will be posted on the Website and will take effect immediately upon posting. If you use the Website after the new Terms of Use have come into effect any further use of the Website indicates your agreement to be bound by the new Terms of Use.