

# Terms and Conditions of use of the ASDAN platform

These terms and conditions (the “Terms”) govern your access to and use of ASDAN’s learner platform at [equitas.asdan.org.uk](https://equitas.asdan.org.uk) (“the Platform”). By accessing or using the Platform, you accept and agree to comply with:

- the Terms;
- our [Platform Privacy Policy](#);
- our [Cookies Policy](#); and
- our [Acceptable Use Policy](#).

If you do not agree to these Terms, you must not use the Platform. We recommend that you download and save a copy of these Terms for future reference, as they are a legally binding agreement between you and us.

We may amend these Terms from time to time by updating them on the Platform. Each time you wish to use the Platform, please check these Terms to ensure you understand the terms that apply at that time. By using the Platform after changes have been made to these Terms, you are agreeing to accept the updated Terms.

## 1. Who we are and how to contact us

- 1.1. The Platform is operated by ASDAN (referred to in these Terms as “**ASDAN**”, “**we**” or “**us**”), which is incorporated and registered in England and Wales with company number 03426251 and charity number 1066927 whose registered office is at Wainbrook House, Hudds Vale Road, St George, Bristol, BS5 7HY. You can contact us at [info@asdان.org.uk](mailto:info@asdان.org.uk) / 0117 941 1126
- 1.2. Any reference to “**you**” or “**your**” in these Terms is a reference to a Member (as defined below) or the authorised representatives of that Member, when accessing or using the Platform.

## 2. Terminology

- 2.1. To help you navigate these Terms, please note the following terminology that we use:

**Acceptable Use Policy:** the policy issued by ASDAN which specifies the behaviours that are permitted, restricted or prohibited by Learners and all other users of the Platform and which can be [found here](#).

**Course:** a course or programme purchased by the Member and provided by ASDAN through the Platform.

**Learner:** each individual put forward by a Member to undertake a Course.

**Member:** each legal entity that is currently registered with ASDAN for the purchase of the Courses and other services that ASDAN provides.

### 3. **Licence and operation of the Platform**

- 3.1. Subject to you paying ASDAN for the relevant courses and complying with these Terms and the restrictions set out in this clause 3, ASDAN grants to you a limited, personal, non-exclusive, non-transferable license to access and use, and to permit Learners to access and use, the Platform and its content in accordance with these Terms.
- 3.2. You agree that at all times your use of the Platform will comply in full with all applicable laws or regulations and these Terms.
- 3.3. You agree that when accessing and using the Platform you will not, and your representatives and Learners will not:
  - 3.3.1. access, store, distribute, transmit or upload files, content or materials that contain viruses, malicious code, harmful data, corrupted files or any other software or programs that may interfere with or damage the operation of the Platform or ASDAN's technology, communications or operating systems;
  - 3.3.2. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means, except to the extent expressly permitted under these Terms or applicable law;
  - 3.3.3. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or its underlying software;
  - 3.3.4. attempt to obtain, or assist third parties in obtaining, access to the Platform and/or the Courses, other than as permitted under this clause 3;
  - 3.3.5. access all or any part of the Platform or the Courses in order to develop or build a product or service which competes with the Platform or the Courses;
  - 3.3.6. do or omit to do anything that, in ASDAN's opinion: (i) brings ASDAN or the Platform into public disrepute, contempt, scandal or ridicule; (ii) damages or puts at risk any other users of the Platform; or (iii) materially prejudices ASDAN or the Platform;
  - 3.3.7. use the Platform in a way that could damage, disable, overburden, impair or compromise ASDAN's systems or security or interfere with other users; or
  - 3.3.8. collect or harvest any information or data from the Platform or ASDAN's systems or attempt to decipher any transmissions to or from the servers running the Platform.
- 3.4. You will:
  - 3.4.1. use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of any such unauthorised access or use, shall promptly notify ASDAN; and
  - 3.4.2. ensure that you, your representatives and all Learners comply with our Acceptable Use Policy at all times when accessing and using the Platform.

- 3.5. ASDAN reserves the right to suspend, block or end your access and/or a Learner's access to the Platform in the event that you or they fail to comply with these Terms or the Acceptable

Use Policy.

- 3.6. ASDAN may update and make changes to the Platform from time to time.

#### **4. Access and information**

- 4.1. In order to use the Platform a Member must first create a user account. A Member's personal account is personal to that Member and must not be transferred to anyone else. Each Member is only permitted to create one user account.
- 4.2. It is your responsibility to ensure that your user account and all information relating to that user account (including the details of your username and password) are kept safe and secure at all times. If you know or suspect that anyone other than you or your authorised personnel knows or has obtained your user account information or has used your user account, you must promptly notify us using the contact details above and change your user account information.
- 4.3. You are responsible for all acts and omissions of any third parties who use or access the Platform using your user account details, whether fraudulently or not, and you agree to reimburse ASDAN on demand for any loss we suffer as a result of such use.
- 4.4. You will be responsible for setting up and managing the methods by which Learners can access the Platform in order to undertake Courses.
- 4.5. You must ensure that all information you submit to the Platform (including but not limited to information relating to your user account, you or to Learners) will be current, true, accurate and complete and that you will maintain the accuracy of this information at all times. You must promptly update any changes to such information.

#### **5. How we will use personal data**

- 5.1. Our Platform Privacy Policy describes how we collect, use and protect personal data relating to access and use of the Platform by you and Learners.

#### **6. The Platform**

- 6.1. ASDAN does not guarantee that the Platform, or any content on it, will always be available, uninterrupted or error free and ASDAN accepts no liability in this regard. ASDAN may suspend, withdraw, change or restrict the availability of all or any part of the Platform for business and operational reasons without notice.
- 6.2. While ASDAN makes reasonable efforts to ensure that any material available for downloading from the Platform is not contaminated in any way, ASDAN does not warrant that such material will be free from infection, viruses and/or similar code.
- 6.3. Except as specifically set out in these Terms, to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Platform or any content on it, whether express or implied.

## **7. Breach of these Terms or our Acceptable Use Policy**

- 7.1. When we consider that a breach of these Terms or our Acceptable Use Policy has occurred, ASDAN may take such action as we deem appropriate, which may include immediate, temporary or permanent withdrawal of your right to access and use the Platform and/or the right of specified Learners to access and use the Platform.
- 7.2. Where your access and use of the Platform is disabled, or a Learner's right to access and use the Platform has been disabled, you can contact our Customer Support team for further information regarding the reasons for this.

## **8. Limitation of liability**

- 8.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 8.2. Subject to section 8.1, ASDAN shall have no liability whatsoever in respect of any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - 8.2.1. your inability to use the Platform or any websites linked to the Platform;
  - 8.2.2. your use of or reliance on any content displayed on the Platform or any websites linked to the Platform;
  - 8.2.3. any failures due to software or internet errors or unavailability, or any other circumstances beyond our reasonable control; or
  - 8.2.4. 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 the Platform or to your downloading of any content on it, or any website linked to it.
- 8.3. Subject to section 8.1:
  - 8.3.1. we will not be liable to you for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation or any indirect, special or consequential loss or damage or punitive damages;
  - 8.3.2. our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with these Terms or the Platform shall be limited to the total fees paid by you for the Courses during the 12 months immediately preceding the date on which the claim arose.

## **9. Intellectual property rights**

- 9.1. ASDAN is the owner or licensee of all intellectual property rights in and relating to the Platform and the Courses (including without limitation all copyright, database rights, trademarks, service marks, trading names, text, graphics, code, files, links and other materials published on it). ASDAN's logos, trade marks and/or service marks may not be copied or reproduced without our prior consent. All rights are reserved.
- 9.2. ASDAN confirms that it has all the rights in relation to the Platform that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.

## **10. General provisions**

- 10.1. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms. You may not assign, transfer or delegate any or all of your rights or obligations under these Terms.
- 10.2. The contractual relationship under these Terms is between you and us. Nobody else can enforce these Terms and neither of us will need to ask anybody else to sign off on ending or changing that contractual relationship.
- 10.3. If a court or other authority decides that some of these Terms are unlawful, the rest of these Terms will continue to apply.
- 10.4. Our delay or failure to exercise or enforce any right or provision of these Terms shall not constitute or be construed as a waiver of such right to act.
- 10.5. We shall not be responsible for any breach of these Terms caused by circumstances which are beyond our reasonable control.
- 10.6. Nothing in these Terms shall be construed to create a joint venture, partnership or agency relationship between you and us and neither you nor we shall have any right or authority to incur any liability, debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.
- 10.7. These Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction to resolve any dispute or claim relating to these Terms, their subject matter or their formation.