



## Terms & Conditions

Use of this site is provided by 'The Dyscalculia Network' subject to the following Terms and Conditions. Your use constitutes acceptance of these Terms and Conditions as at the date of your first use of the site.

**1. Website Operator.** This website is operated by 'The Dyscalculia Network'. If you have any comments or questions about this website please contact us at [info@dyscalculianetwork.com](mailto:info@dyscalculianetwork.com)

**2. Ownership of materials and licence terms.**

**2.1** This website and the materials on it are protected by copyright, database right, trade marks and other intellectual property rights and laws throughout the world.

**2.2** You acknowledge and agree that, as between you and us, all trademarks, copyright, database rights and other intellectual property rights subsisting anywhere in the world at any time in and to the content and the design and the layout of the website and in all materials made available on this website are owned by or licensed to us.

**2.3** You undertake not to:

- Amend any of the materials on this website and/or downloaded from this website in any way or remove or alter any copyright, trade mark or other proprietary notice;
- Commercially exploit any of the materials or any part of them without our prior written consent;

- Establish a link to this website from any other website, intranet or extranet site without our prior written consent;
- Use this website to upload or distribute any material that contains viruses or anything similar;
- Do anything that may interfere with or disrupt this website; or submit or post, email, transmit or otherwise make available any content using this website which is vulgar, unreliable or misleading, abusive, threatening, defamatory, obscene, offensive, liable to cause harassment and/or distress or which is otherwise considered by us in our absolute discretion to be objectionable or unlawful.

**2.4** If you wish to use, amend or reproduce any of the materials in this website in any manner other than as expressly permitted under these terms and conditions, please contact [info@dyscalculianetwork.com](mailto:info@dyscalculianetwork.com)

**3. References, extracts and acknowledgement.** You may refer to the materials on this website or quote non-substantial extracts of the materials (in terms of quantity and quality) in your own materials. Such references and/or extracts must be accurate, not misleading and they must all be accompanied by a written acknowledgement of The Dyscalculia Network's ownership of the copyright in such materials and where the extracts have been taken from.

**4. Website availability.** This website is provided free of charge and we make no guarantee, and offer no warranty or representation that the website will be available or that use will be uninterrupted or error free. We reserve the right to change, suspend or withdraw the whole or any part of the website or any of the information available on it at any time without notice and without incurring any liability.

**5. Links from this website.** The Dyscalculia Network takes no responsibility for the content of external Internet sites. Other websites that we link to are owned and operated by third parties and we have no control over them. The fact that we include links to other websites does not mean that Dyscalculia network approves of or endorses any other third party website or the content of that website. We accept no liability for any statements, information, products or services that are published on or are accessible through any websites owned or operated by third parties.

**6. Members.** The Dyscalculia Network reserves the right to terminate members who have uploaded their information to the website at any time.

**7. Accuracy of information.** We shall use our reasonable endeavours to ensure that all materials available on this website are accurate and up-to-date. However, it is your responsibility to ensure that any materials, which you use are the most up to date versions and The Dyscalculia Network will not be liable (whether in contract, tort (including (without limitation) negligence or otherwise) for any loss or damage you suffer due to the use of materials which are out of date. The Dyscalculia Network will not provide you with notice that the materials have been or are to be amended and/or updated in any way.

## **8. Liability**

**8.1** The Dyscalculia Network does not warrant or represent that the website will be free of defects or viruses although we shall take reasonable steps to prevent viruses infecting this site.

**8.2** Nothing in these terms and conditions excludes or limits our liability for fraud or for death or personal injury caused by our negligence or pursuant to section

12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or any other liability which cannot be excluded by law. If you are a consumer then nothing in these terms and conditions affects your statutory rights.

**8.3** To the extent permitted by law, and subject always to clause 9.2, we shall not be liable for any direct, indirect or consequential loss or for any loss of profit, loss of revenue, loss of business, loss of goodwill or damage to reputation, loss or corruption of programs or data, arising from or related to access to or use of or any attempt or failure to access this website, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

**9. Variation.** We reserve the right to change these terms and conditions at any time. Any new version of these terms and conditions will be posted on the website and will take effect and govern all use of the website immediately from the time it is posted. If you use the website after the new terms and conditions have come into effect any further use of the website indicates your agreement to be bound by the new terms and conditions. You are responsible for checking the terms and conditions each time you use this website and we will not notify you of any such change. No other modification to these terms and conditions shall be effective until agreed in writing by us.

**10. Entire agreement.** These terms and conditions set out the entire agreement and understanding between us and you, and supersedes all proposals and prior agreements, arrangements and understandings between us and you, relating to its subject matter.

**11. Acknowledgement.** We both acknowledge that we do not rely on any representation, warranty, collateral contract or other assurance of any person that is not set out in these terms and conditions. We both waive all rights and remedies which, but for this clause, might otherwise be available to us or you in respect of any such representation, warranty, collateral contract or other assurance. The only remedy available to us both in respect of any representation, warranty, collateral contract or other assurance that is set out in these terms and conditions is for breach of contract under these terms.

**12. No implied terms.** Except as expressly stated in these terms and conditions, all conditions, warranties, stipulations and other statements whatsoever (except as to title to goods) that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise howsoever are excluded to the fullest extent permitted by law.

**13. Waiver.** Delay in exercising, or failure to exercise, any right or remedy in connection with these terms and conditions shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of these terms and conditions in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with these terms and conditions shall, in any event, be effective unless it is in writing, refers expressly to this clause, is duly signed by or on behalf of the person granting it and is communicated to the person in whose favour the waiver is made.

**14. Severability.** We both intend each provision of these terms and conditions to be severable and distinct from the others. If a provision of these terms and conditions is

held to be illegal, invalid or unenforceable, in whole or in part, we both intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

#### **15. Assignment.**

**16.1** You may not assign or sub-contract or sub-licence any of your rights or obligations under these terms and conditions to any third party without our prior written consent.

**16.2** We may transfer or assign all or any of our rights or obligations under these terms and conditions to another party.

**16. Headings.** Headings are included for convenience only and will not be used in construing any provision of these terms and conditions.

**17. Governing law.** These terms and conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

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