

The Legislation Update Service is provided and licensed to you by Newground CIC (Newground, we or us) trading as The Compliance People. We are a company incorporated in England and Wales with company number 2584952, whose registered office is at Prospect House, Wharf Street, Blackburn, BB1 1JD.

These End User Terms of Use govern your personal access to and use of the Service made available by your organisation. By accessing the Service, you confirm that you have read and agree to be bound by these terms.

Please read these terms carefully and make sure that you understand them before using or accessing the Service. You should save a copy of these terms for future reference.

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these terms.

1.2 Definitions

- (a) **Access Details:** the username, password, PIN and/or such other security devices or details, in whatever form, issued to or selected by you in order to enable you to access and use the Service.
- (b) **Confidential Information:** confidential commercial, financial, marketing and/or technical information, know-how and other information in any form or medium, whether disclosed orally or in writing, including any confidential information forming part of the Newground Materials.
- (c) **Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the UK GDPR and the Data Protection Act 2018 (and any regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data, including the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority. The terms Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing, Special Category Data, Consent, Subject Access Request and Technical and Organisational Measures bear the respective meanings given to them in the Data Protection Legislation.
- (d) **Data Security Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
- (e) **Intellectual Property Rights:** copyright, rights in software, rights in databases, patents and rights in inventions, trademarks, rights in domain names, designs, know-how, trade secrets and other rights in confidential information, whether registered or unregistered, including applications for registration and the right to apply for registration for any such rights anywhere in the world.

- (f) **Newground Materials:** any documents, information, precedents, updates, data and any other materials in any form provided or made available to you by or on behalf of Newground in connection with the Service.
- (g) **Online Account:** the online account registered by your organisation in order to access and use the Service, accessible via the Website.
- (h) **Personal Data:** has the meaning given to it in the Data Protection Legislation.
- (i) **Service:** the legislation update service relating to environment and health and safety, the provision of any Newground Materials and any related features and services made available by or on behalf of Newground from time to time via the Website, whether paid for or not.
- (j) **User:** any employee or other person who is authorised by their organisation to access or use the Service and/or the Website on its behalf. These terms apply to you as a User.
- (k) **Website:** the website at <https://product.legislationupdateservice.co.uk/> via which the Service is made available.
- (l) **Working Day:** Monday to Friday inclusive, except English public holidays.
- (m) **Your Content:** any information, data or other content, documents or materials uploaded, transferred, submitted or otherwise made available using, through or in connection with the Service by you.

1.3 Unless expressly provided otherwise, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5 A reference to **writing** or **written** includes email.

2. Your Access

2.1 Access to the Service is granted to you as an authorised User on behalf of your organisation. Your access is subject to your organisation's continued subscription to the Service and to your compliance with these terms.

2.2 Subject to these terms, your access to the Service is:

- (a) personal, non-exclusive and non-transferable;
- (b) granted solely for your organisation's internal business purposes; and
- (c) revocable at any time if you breach these terms.

2.3 In order to use the Service, you must meet certain minimum system requirements as specified on the Website, including having access to the Internet.

3. Your Login Details

3.1 You are responsible for keeping your Access Details confidential and secure at all times. You must not share your Access Details with any other person or allow anyone else to access the Service using your details.

3.2 You are solely responsible for all activity occurring under or using your Access Details.

3.3 You must inform us immediately in writing at info@thecompliancepeople.co.uk if you become aware of any loss, misuse or unauthorised use of your Access Details.

3.4 Newground has no obligation or responsibility in respect of the use, distribution, disclosure or management of your Access Details. Newground will not be liable for any loss or damage that you may incur as a result of someone else using your Access Details, either with or without your knowledge.

3.5 Newground has the right to disable your Access Details at any time if, in Newground's opinion, you have failed to comply with any of these terms or in response to any threatened or perceived security risk.

4. Acceptable Use

4.1 Your access to and use of the Service is subject to your compliance with these terms.

4.2 You warrant that you will:

- (a) comply with all applicable laws, regulations and codes of practice with respect to your use of the Service;
- (b) use the Service only for your organisation's internal business purposes; and
- (c) not use the Service in a way which is unlawful, defamatory, obscene, indecent, offensive or threatening, or which infringes the Intellectual Property Rights of any third party.

4.3 You are prohibited from:

- (a) decompiling, disassembling, reverse engineering, translating or otherwise attempting to learn the source code of the Website;

- (b) assigning, copying, creating derivative works of, distributing, leasing, modifying, selling, sublicensing or otherwise transferring the Service and/or the Newground Materials, or any part thereof, to any third party;
- (c) reselling, or acting as an intermediary or service provider for, any of the Service or the Newground Materials;
- (d) using any of the Service or Newground Materials for the benefit of any third party;
- (e) reproducing, duplicating, copying or re-selling any part of the Newground Materials for any third party;
- (f) accessing all or any part of the Service or the Newground Materials in order to build a product or service which competes with the Service;
- (g) publishing or re-distributing any of the Service, the Newground Materials, or any content generated from your use of them, in any form including on any website; or
- (h) distributing or transmitting any viruses, worms, Trojan horses or any other technologically harmful data, programs or software through, via or using the Service.

4.4 You may print off and download any Newground Materials for your internal business use, provided that you do not modify any of the content and do not remove any copyright, trademark or other proprietary notices.

4.5 You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored, any software used in the provision of the Service, or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

4.6 You must not transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of spam.

5. Your Content

5.1 You will not post, upload, link to or otherwise distribute or transmit any of Your Content via the Service:

- (a) that infringes or would infringe any third party Intellectual Property Rights or any rights to privacy;
- (b) that does not comply with, or would put Newground in breach of, any applicable law, regulation or code of practice, or which advocates or incites illegal activity;
- (c) for which you do not have the necessary rights, consents and permissions;

- (d) that promotes, solicits or contains abusive, defamatory, violent, harassing, indecent, obscene, pornographic, threatening, vulgar or otherwise inappropriate, objectionable or unlawful material, or which is harmful to minors;
- (e) that contains corrupted files, time bombs, Trojan horses, viruses, worms or any other technologically harmful data, programs or software; or
- (f) that is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

- 5.2 You warrant that you are the owner or licensee of any of Your Content you upload in connection with the Service and that you have obtained all necessary licences, permissions and consents required for Newground to access, use and process it for the purposes of providing the Service.
- 5.3 Your Content will only be available to you and other authorised Users via your organisation's Online Account. You agree that Newground may access and process Your Content for the purposes of providing the Service.
- 5.4 Your name will be displayed to other authorised Users as the author of any of Your Content you create, amend or upload, so that Users can identify who has added or changed content. This attribution forms part of the collaborative function of the Service.
- 5.5 Any of Your Content, together with the record of your authorship, belongs to and remains with your organisation. Your Content and its associated attribution persist independently of your User account, and will remain available to your organisation if your account is deleted.
- 5.6 The Service records activity carried out under your Access Details, including changes you make and content you upload. These records are retained for security, integrity and operational purposes and persist independently of your User account.
- 5.7 You are responsible for making and keeping your own back-up copies of Your Content.
- 5.8 You have sole responsibility for the legality, reliability, integrity, accuracy, completeness and quality of Your Content. Newground has no responsibility or liability for any inaccuracies or errors in Your Content as a result of any inaccurate, incomplete or incorrect information submitted by you.
- 5.9 Newground reserves the right to remove any of Your Content without notice if, in Newground's opinion, it does not comply with these terms. Newground may also disclose your identity to any third party who claims that any of Your Content is unlawful, untrue or defamatory, or constitutes a violation of their Intellectual Property Rights or right to privacy.

6. Data Protection

- 6.1 Both you and Newground will comply with all applicable requirements of the Data Protection Legislation.
- 6.2 Any Personal Data provided to Newground under these terms shall be processed in accordance with Newground's Privacy Policy (available at <https://thecompliancepeople.co.uk/privacy-policy/>).
- 6.3 In relation to any Personal Data you upload or provide to Newground, you shall:
- (a) ensure that any Personal Data is processed solely for the purposes of these terms and not used for any other purpose;
 - (b) ensure that any Personal Data you upload or provide to Newground is accurate and up to date;
 - (c) notify Newground promptly of any inaccuracies or changes to Personal Data so that it remains accurate and up to date;
 - (d) notify Newground of any accidental, unauthorised or unlawful processing of Personal Data including any Data Security Breach; and
 - (e) assist Newground in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

7. Important Limitations of the Service

- 7.1 The Newground Materials are not intended to constitute legal advice for any specific situation. You should take specific legal advice when dealing with specific situations. The Newground Materials are general and educational in nature and may not apply to the specific facts and circumstances of individual cases.
- 7.2 In the event that you access or use any precedent documents forming part of the Newground Materials, use of any such documents and any modifications, deletions and/or additions you may make is at your own risk. You are solely responsible for selecting the appropriate precedent document based on your specific requirements.
- 7.3 You are responsible for checking your Online Account regularly for any updates to relevant legislation and for ensuring that you comply with such legislation.
- 7.4 The Service is provided "as is". Newground does not warrant that any use of the Service will be uninterrupted, available or error-free, or that the Website is free from viruses or other harmful material.

8. Intellectual Property

- 8.1 The Service and the Newground Materials are licensed, not sold, to you. Newground or its licensors retain all rights, title and interest in and to the Website, the Service and the Newground Materials, including without limitation all Intellectual Property Rights relating thereto.
- 8.2 Nothing in these terms transfers any ownership of Intellectual Property Rights to you.

9. Consequences of Breach

- 9.1 If you breach any of these terms, Newground or your organisation may suspend or permanently revoke your access to the Service with immediate effect.
- 9.2 Your organisation is responsible for your compliance with these terms in connection with your access and use of the Service and may be held liable for any breach of these terms by you as a User.
- 9.3 You shall indemnify Newground and hold Newground harmless against any claims, actions, losses, damages, expenses and costs (including legal and professional fees) arising out of or in connection with any use of the Service by you not in accordance with these terms, or any breach by you of your obligations under these terms.

10. Governing Law and Jurisdiction

- 10.1 These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 10.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or their subject matter or formation.

By accessing and using the Service, you confirm that you have read, understood and agree to be bound by these End User Terms of Use.

For queries about these terms, please contact: info@thecompliancepeople.co.uk