

By signing the order form, you are accepting the “Terms and Conditions for the Use of the “Forward” Service” set out below.

## **Terms and Conditions for the Use of the “Forward” Service**

### **1. The Contract Between Us**

a. Subject to clause 2 below, you will pay CFA the whole of the price for the relevant services at the time you request them by filling in the order form.

b. Subject to clause 2 below, once payment has been received CFA allows you to use the relevant services, and at that time the contract between us will be formed (subject to these terms).

c. Any term sought to be imposed by you in your request will not form part of the contract between us.

d. These terms apply, and the information referred to in these terms which is set out on the order form/our web site applies, to each of the services (and software programs) we allow you to use, for the duration that your use of those services (or that software) is permitted as described on our web site.

e. By submitting personal information about yourself and your users and by using the services or software, you also agree to CFA processing this information.

### **2. Prices, Payment Methods and Services**

The prices payable for services that you request are as set out on our order form/our web site and you may only request services against such prices while they apply. All prices exclude VAT, which is charged at the rate prevailing from time to time. The prices on the order form and these terms only apply for a period of 30 days from receipt of a completed order form. CFA reserves the right to send a revised order form to you for your signature containing revised prices and/or with revised terms attached if it receives a signed order form from you after the end of such period if it has changed its prices and/or terms during that period. Under such circumstances, the contract between us will only be formed and you will only be allowed to use the services once we have received a signed copy of the revised order form and full payment of the revised prices. The payment methods available to you are as set out on the order form/our web site, as is a description of the relevant services.

### **3. Cancelling the Contract**

a. If you are an individual or organisation (and not a business user requesting services on behalf of a business), you may cancel this contract under the cancellation right conferred by the regulations until the end of the cancellation period (being the end of the seventh working day after the day the contract is formed (see clause 1 above)) and obtain a refund of any prices paid less any amounts that CFA is entitled to withhold under the regulations.

b. If you are a business user (requesting services on behalf of a business) you do not have a right to cancel this contract under the cancellation right conferred under the regulations.

- c. You may end your subscription to any services at any time by giving to CFA at least one calendar month's prior written notice.
- d. To withdraw a request or end your subscription to any services you must notify CFA via [info@cfa.uk.com](mailto:info@cfa.uk.com) in writing.
- e. CFA is entitled to terminate or revise the terms of the contract with immediate effect in the case of obvious errors or inaccuracies regarding the services or prices appearing on our order form/our web site by notifying you at your last known email address/address.
- f. CFA is entitled to terminate the contract in the case of a material breach by you of any provision of the contract which, if capable of remedy, has not been remedied within a period of 30 days following us notifying you of the breach using your last known address/email address.
- g. Whilst we will endeavour to tell you about changes to the services (or parts of them), including for promotional offers, security or any other reasons, CFA is entitled to modify or discontinue services (or any parts of them) at any time without giving you notice.
- h. Upon any termination of the contract, or the end of any services, or cancellation of the contract under the regulations, you agree to cease using the services and to destroy all copies of software provided in connection with the services within 10 days following its termination, expiration or cancellation.
- i. If we notify you of any software release or version, you agree immediately to destroy all copies of the relevant software that includes the relevant prior release or version.
- j. This clause 3 will survive any expiry, cancellation or termination of the contract for any reason.

#### **4. Amendments to the Contract**

- a. CFA may from time to time modify these terms by posting a copy of them on our web site. By continuing to use the service you agree to the amended contract.
- b. If you do not wish to accept the amended contract, you must stop using the service and (if applicable) cancel your subscription (but you will not be entitled to any refund).

#### **5. Conditions of Use**

- a. The services are only available to residents of the United Kingdom. You acknowledge and understand that you may not sign up for, access, or attempt to access or use the service from countries outside the United Kingdom.
- b. By requesting the services on behalf of an organisation, you warrant and represent that you have the authority to bind that organisation to the contract.
- c. You must be at least 18 years of age to enter into the contract on your own behalf and to register for use of the services. If you are under 18 but at least 13 years of age, you must present these terms to your parent or legal guardian, and he or she must enter into the contract on your behalf. Children under the age of 13 may not register for this service, and parents or legal guardians may not register on their behalf.

d. By requesting services on your own behalf, you warrant and represent that you are at least 18 years old, either entering into the contract for yourself or entering on behalf of your child or a child in your legal care (who is at least 13 years of age). If you are a parent or guardian entering the contract for the benefit of your child, you agree that you are fully responsible for his or her use of the services, including all charges and liability that he or she may incur.

e. You agree to notify CFA immediately of any unauthorised use of your passwords or accounts and to reimburse CFA, its partners, parents, subsidiaries, agents, affiliates or licensor(s), as applicable, for any improper, unauthorised or illegal use of the same by you or by any person obtaining access to the services or otherwise to the internet by using your designated member name and password, whether or not you authorised such access.

## **6. Licence**

a. The services and any software (including content) are licensed or sub-licensed (as applicable) to you, not sold, subject to these terms. Subject to these terms, CFA hereby grants to you and your users a royalty-free, non-exclusive, limited, non-assignable, non-transferable non-sublicensable right to install and use one copy of the software in the United Kingdom, for use with the services and for the period that these terms apply.

b. Subject to these terms, CFA or its licensors retain all rights, title and interest in and to the services and any software (including content) and any updates to such services or software (including all images, photographs, text, files, content, electronic documents, data or information, and applets incorporated into or accessed via the services or software or our web site). This provision will survive any expiry, cancellation or termination of the contract for any reason.

c. Nothing in the contract will grant to you in any way any right to use any computer program, service or technology other than the software and services nor any additional rights that have not been expressly granted to you under these terms. This provision will survive any expiry, cancellation or termination of the contract for any reason.

d. To access and use the services you will need to install or activate other software from time to time (and that software is protected by copyright and other intellectual property laws and treaties).

e. By entering into the contract, you agree to comply with the provisions of the Licence Agreements of other software. In addition, any commercial off the shelf product of other software will be subject to the terms of the applicable end user licence agreement packaged with such product. Licence Agreements or such other applicable end user licence agreements shall prevail over these terms to the extent of any conflict or inconsistency between that licence and these terms in relation to the subject matter of such licence.

f. You agree not to do or permit anyone to do any of the following:

1. reverse engineer, decompile, modify, alter, disassemble, or otherwise attempt to seek to discover the source code of, the software or any text, graphics, file, scripts or other materials forming part of the software or the services in any way, except and only to the extent that such activity is permitted by law notwithstanding this limitation;

2. rent, lease, loan, lend, sell, copy, or distribute the software in whole or in part other than as expressly required to be permitted under these terms;

3. use the software or any portion thereof to create any tool or software product that can be used to create software applications of any nature whatsoever;

4. remove, alter, cover, obfuscate, or otherwise deface any trademarks, copyright or other protective notices or metadata tag on the software or included in the services or our web site;

5. tamper with the software or undertake any activity which does or is intended to bypass, modify, defeat or otherwise circumvent (or having the effect of facilitating, modifying, or assisting the bypassing, defeating or circumventing of) proper and secure operation of the software or any mechanisms operatively linked to the software; or

6. include with the software any other software licensed under (or use the software in any manner that would cause it to become subject to) an open source licence (requiring the computer code to be disclosed or distributed in source code form, licensed to third parties for the purpose of making derivative works, or redistributable at no charge).

g. CFA and its licensors reserve all rights in our web site, the software and the services not expressly granted to you and your users under these terms. If CFA receives a notice alleging that you have engaged in behaviour that infringes CFA's or any other person's intellectual property rights or reasonably suspects the same, CFA may suspend or terminate your account without notice to you. If CFA suspends or terminates your account in this way, to the extent permitted by law it shall have no liability or responsibility to you, including for any amounts that you have previously paid for the service.

## **7. Disclaimer of Liability**

a. The nature of Internet communications means that the services and software may be susceptible to data corruption, interception, non-availability and delays. The services, our web site and software may also be unavailable from time to time due to repairs, maintenance or development work. You agree that CFA has no obligation to provide support for the services, our web site or the software except as expressly set out on the order form/our web site.

b. To the extent permitted by law, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence with description or non-infringement with regard to the software or the services and CFA makes no representations, warranties or promises on behalf of its licensors or their suppliers.

c. To the extent permitted by law, CFA, its directors, employees or other representatives will not be liable (whether in contract, tort or otherwise, and even if CFA or its licensors has been advised of the possibility of such damages) for:

1. loss or damage referred to in a. and b. above (in this clause 7);

2. loss or damage arising out of the provision of, failure to provide, or inability to use, software in any way or any failure to provide software support or information, software, services or content related to such software support;

3. any failure to provide, or delay in providing, the services or our web site, if and to the extent that such failure or delay is caused by any event or circumstance beyond its reasonable control (including, without limitation, labour disputes, strikes, earthquake, floods, fire, lightning, utility or communications failures, vandalism, war, acts of terrorism, riots, insurrections, embargoes, or changes in law or regulation);

4. any failure of the software or services to be fit for purpose, any viruses, worms, trojan horses, corrupted files, cracks, phishing, drop dead devices, bombs or other harmful devices, any inaccuracy or incompleteness of responses, results or effort, or any lack of possession or enjoyment of the software or services; or

5. any special, incidental, punitive, indirect, or consequential damages whatsoever (including without limitation damages for loss of profits or confidential or other information, for business interruption, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever).

d. Notwithstanding any loss or damage that you might incur for any reason whatsoever (including, without limitation, all loss or damage referenced above and all direct or general damages in contract or anything else), the entire liability of CFA and its group companies in connection with the contract and your exclusive remedy for all of the foregoing shall be limited, to the extent permitted by law, to the actual damages you incur in reasonable reliance on the software or services up to the pounds sterling equivalent at the time of settlement or award of, as applicable, £50.00 (fifty pounds sterling) or the amount set out in the Licence Agreements for other software (referred to in e. of the "Licence" section above) in relation to the subject matter of that licence.

e. Nothing in the contract is intended to limit any rights you might have as a consumer under applicable law that may not be excluded nor in any way to exclude or limit CFA's liability to you for any death or personal injury resulting from CFA's negligence or for fraud.

f. A party which is not a party to the contract between us has no right to enforce or rely upon any of these terms, including under the Contracts (Rights of Third Parties) Act 1999, except that you agree that the rights applicable to CFA and the relevant CFA licensor under the Licence Agreements for other software (referred to in e. of the clause 6 above) may be directly enforced against you by the relevant CFA licensor as well as by CFA, except that no consent from any such licensor will be required for us to vary or rescind the contract (including in a way that varies or extinguishes rights or benefits in favour of the licensor).

g. This clause 7 will survive any expiry, cancellation or termination of the contract for any reason.

## **8. Your liability**

You agree to reimburse CFA and its licensors (including defending CFA and its licensors from any third party claim or proceedings or legal fees or expenses) for any use you or your users make of the software, services or content, or the performance of the software, services or content while being used by you (other than for any fault of the services themselves), or for any breach of the contract by you or your users. You agree not to settle or disclose the fact or details of any claim or proceedings to any third party without our prior written consent. This clause 8 will survive any expiry, cancellation or termination of the contract for any reason.

## **9. Other Products and Services**

CFA may present goods or services provided by third parties on or through the web site or the services. You agree that CFA will not, to the extent permitted by law, be responsible or liable, directly or indirectly, for any damage or loss incurred which is caused or alleged to be caused by or in connection with your receipt of, or reliance on any content of, any such goods, web site or services. This clause 9 will survive any expiry, cancellation or termination of the contract for any reason.

## **10. Export Controls**

You agree to comply with all applicable export control law and regulation as well as the US Export Control Regulations and other restrictions issued by the US and other applicable governments in relation to software, including as referred to in License Agreements for other software.

## **11. CFA's Remedies**

You agree that any unauthorised use of our web site, the service, the software or any related materials would result in irreparable injury to CFA or its group companies or licensor(s) for which money damages may be inadequate, and in such event CFA, its affiliates and/or licensor(s), as applicable, shall have the right, in addition to other remedies available at law and in equity, to seek immediate injunctive relief against you. Nothing contained in these terms shall be construed to limit the remedies available to CFA, its affiliates and/or licensor(s) under common law, in equity, under these terms or otherwise. This clause 11 will survive any expiry, cancellation or termination of the contract for any reason.

## **12. Invalidity and Waiver**

a. If any provision of the contract is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from the contract, while the remainder of the contract will continue in full force and effect.

b. The waiver (or partial waiver) by either of us of any default or breach of the contract will not constitute a waiver (or partial waiver) of that default or breach or any other or subsequent default or breach.

c. This clause 12 will survive any expiry, cancellation or termination of the contract for any reason.

## **13. Complaints**

CFA operates a complaints handling procedure which is used to try to resolve disputes when they first arise. If you have a complaint, please contact the following address:

Customer Service  
Council for Administration  
6 Graphite Square  
Vauxhall Walk  
London SE11 5EE

#### **14. Entire Agreement**

a. The contract sets out the whole of our agreement relating to the supply of the services and software to you by CFA, and supersede and extinguish any prior agreement, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

b. In particular, nothing said by any sales person on behalf of CFA should be understood as a variation of the contract or as an authorised representation about the nature or quality of any services or software offered for sale by CFA. To the extent permitted by law, CFA shall have no liability for any such representation being untrue or misleading.

c. Except as expressly provided otherwise in these terms, the contract cannot be varied except in writing signed by a director of CFA.

d. This clause 14 will survive any expiry, cancellation or termination of the contract for any reason.

#### **15. Assignment and Relationship**

a. You may not assign or transfer any of your rights or obligations, nor sub-contract any of your obligations, under the contract without the prior written consent of CFA.

b. CFA may assign or transfer any of our rights or obligations, or sub-contract any of our obligations, under the contract without your consent (such consent hereby being given).

c. Nothing in the contract constitutes, or will be deemed to constitute, a partnership between us nor will it constitute, or be deemed to constitute, either of us as the agent of the other of us for any purpose.

d. This clause 15 will survive any expiry, cancellation or termination of the contract for any reason.

#### **16. Governing Law**

The contract, and all matters arising from or in connection with it, shall be governed by and interpreted in accordance with English law, and the English courts shall have jurisdiction to resolve any disputes between us. This clause 16 will survive any expiry, cancellation or termination of the contract for any reason.

#### **17. Interpretation**

In the contract:-

'business user' means an individual or organisation using the services in the course of a trade or profession;

'CFA', 'our' or 'we' means the Council for Administration (company number 03235481), of 6 Graphite Square, Vauxhall Walk, London, SE11 5EE or its successors or assigns;

'contract' means these terms and the information set out on the order form/our web site;

'licensors' includes, without limitation, Citizen Connect Limited (company number 03464607) (trading as Axia CitizenConnect) of Unit 68, Annexe 4, Batley Business and Technology Centre, Technology Drive, Batley, West Yorkshire WF17 6ER;

'order form' means the order form to which these terms are attached/on our website;

'organisation' means any organisation or body including, without limitation an educational institution;

'regulations' means the Consumer Protection (Distance Selling) Regulations 2000 (as amended);

'service(s)' means the "Forward" service, provided to you in accordance with these terms;

'software' means the software made available to you through the service and any updates to such software from time to time;

'terms' means these "Terms and Conditions for the Use of the "Forward" Service";

'us' means CFA and you together;

'web site' means any one or more electronic sites of CFA including the one(s) used to provide the services;

'working day' means every day of a calendar year apart from weekends and statutory and public holidays;

'you' and 'your' means the person or organisation requesting or using the services under these terms; and

'your users' means the users named on the order form who are authorised to use the services and software.