



## Terms of website and application use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms of use (together with the documents referred to in it) tell you the rules for using our website [www.leeaint.com](http://www.leeaint.com) (**our site**) and LEEA Connect app (our application), whether as a guest or a registered user. Use of our site and application includes accessing, browsing, registering to use our site and application or accessing our online services.

Please read these terms of use carefully before you start to use our site and application, as these will apply to your use of our site and application. We recommend that you print a copy of the terms for future reference.

By using our site and application, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site and application.

## Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our site and application:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site and application. When using our site and application, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on our site and application.

If you purchase products or services from our site or application, our terms and conditions of supply will apply to the sales and the provision of those services.

## Who we are and how to contact us

Our site and application is a website operated by Lifting Equipment Engineers Association Limited (**We**). We are a limited company registered in England and Wales under company number 03660509 and have our registered office at 3 Osprey Court, Hinchbrooke Business Park, Huntingdon, Cambridgeshire, PE29 6FN. Our VAT number is 248 1013 88.

To contact us, please email [mail@leeaint.com](mailto:mail@leeaint.com) or call us on 01480 432801.

Lifting Equipment Engineers Association

3 Osprey Court  
Hinchbrooke Business Park  
Huntingdon PE29 6FN  
United Kingdom

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### **Changes to these terms**

We may make changes to these terms at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are legally binding on you. These terms were most recently updated on 13<sup>th</sup> July 2023.

### **Changes to our site and/or application**

We may update our site and/or application from time to time, and may change the content at any time. The nature of legal and other developments within the industry means that the content on our site and/or application may become out of date at any given time, and we are under no obligation to update it or have any liability in respect of any information becoming out of date.

We do not guarantee that our site and/or application, or any content on it, will be free from errors or omissions.

### **Accessing our site and/or application**

Unless you are accessing specific areas of our site and/or application which require you to pay a fee or become a member, our site and application is made available free of charge.

We do not guarantee that our site and/or application, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our site and/or application for business and operational reasons without notice. We will not be liable to you if for any reason our site and/or application is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site and/or application. You are also responsible for ensuring that all persons who access our site and/or application through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **Your account and password**

You must keep your account details safe.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures to access specific areas on our site and/or application or use products which are on our site and/or application and which you have paid for, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use or our other policies.

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If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [mail@leeaint.com](mailto:mail@leeaint.com).

### **How you may use material on our site and/or application**

We are the owner or the licensee of all intellectual property rights in our site and application, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site and/or application for your personal use and you may draw the attention of others within your organisation to content posted on our site and/or application.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site and/or application must always be acknowledged.

You must not use any part of the content on our site and/or application for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site and/or application in breach of these terms of use, your right to use our site and/or application will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

“The Lifting Engineer” is a UK registered trademark owned by us. You are not permitted to use it without our approval, unless it is part of material you are using as permitted under these terms.

### **No reliance on information**

The content on our site and application is provided for general information only. Whilst our guidances are intended to represent a standard of good practice, they have no legal status and compliance with them does not exempt you from compliance with any legal requirements. You must speak to us or obtain separate professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site and/or application.

Although we make reasonable efforts to update the information on our site and application, we make no representations, warranties or guarantees, whether express or implied, that the content on our site and/or application is accurate, complete or up to date.

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## **We are not responsible for websites we link to**

Where our site and/or application contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## **User-generated content is not approved by us**

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site and/or application do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us.

## **Limitation of our liability**

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.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms that may apply to our site and/or application or any content on it, whether express or implied.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services by us to you, which will be set out in our terms and conditions of supply.

We will not be liable for 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 our site and/or application or to your downloading of any content on it, or any website linked to it.

## **If you are a business user:**

- We will not be liable to you for 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:
  - use of, or inability to use, our site and/or application; or
  - use of or reliance on any content displayed on our site and/or application.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;

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- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

**If you are a consumer user:**

- Please note that we only provide our site and application for domestic and private use. You agree not to use our site or application for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**How we may use your personal information**

We will only use your personal information as set out in our privacy policy.

**Uploading content to our site and/or application**

Whenever you make use of a feature that allows you to upload content to our site and/or application, or to make contact with other users of our site and/or application, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution by you or via your account (whether directly or indirectly) does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site and/or application will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us a licence to use, store and copy that content and to distribute and make it available to third parties for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site and/or application constitutes a violation of their intellectual property rights, or of their right to privacy or any contractual arrangement between you.

We have the right to remove any posting you make on our site and/or application if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

You are solely responsible for securing and backing up your content.

**Viruses**

We do not guarantee that our site and/or application will be secure or free from bugs or viruses.

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You are responsible for configuring your information technology, computer programmes and platform to access our site and/or application. You should use your own virus protection software.

You must not misuse our site and/or application by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site and/or application, the server on which our site and/or application is stored or any server, computer or database connected to our site and/or application. You must not attack our site and/or application via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site and/or application will cease immediately.

### **Rules about linking to our site and/or application**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site and/or application in any website that is not owned by you.

Our site and/or application must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our site and/or application other than that set out above.

### **Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms of use, 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 except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

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