

Licence to use StopUP SuDS

THIS LICENCE is created on the date that the tool/s provided for you to use on this website are first used by you, or the date that you download a tool (whichever applies)

In this Licence the term “Tool” and “Tools” means the tool/s provided on this website. “We” and “our” in this Licence refers to HR Wallingford Ltd.

You and we agree as follows:

1. We licence the Tools for you to use free of charge for the period during which we make them available on our website on this basis. We may change our policy relating to not charging for their use at any time and we may also decide that some Tools will no longer be made available or will be upgraded or changed. If this happens we will inform you of the changes on our website. If we alter a Tool or cease to make a Tool available, this information will be made available on our website for such time as we consider to be appropriate. If any charges are made for the use of a Tool (including different licence terms), this information will also be available on our website. You are therefore advised to check our website on a regular basis to ensure that you are aware of changes that have been made. Changes that are made may act to terminate this Licence in accordance with clause 3 below.
2. You may use the Tools for any purpose at your discretion, but only subject to the exclusions of liability in this Licence. We have no control over the use to which you put the Tools and therefore we have no responsibility for the use to which you put them
3. We may terminate this Licence at any time at our sole discretion. We may do so by removing the Tool or Tools that you have used from our website or by changing the terms of this Licence or by deciding to charge for the Tool that you have been using. We will inform you where there has been a change to the terms of this Licence via our website by publishing a new form of Licence. When this happens your account will be terminated, you will be invited to re-register and as part of that process you will be asked to accept the new licence terms, should you still wish to use any of the Tools.
4. Where you have not used any Tool for an extended period we may close your account. We will do this to ensure that we are compliant with the Data Protection Act, which requires us to ensure that we do not keep your personal data for any longer than is needed to enable you to use the services that we provide on this website. When we close your account this Licence, if still effective, will automatically terminate.
5. We may at any time during the course of this Licence modify a Tool or upload a new version of a Tool. It is drawn to your attention that this may change some of the functionality of the Tool and may change the results of the Tool from the results that you have previously obtained.
6. You may not assign, transfer, delegated or sell in any way whatsoever this Licence or the rights granted under this Licence as these are personal to you only.
7. The Tools are the property of HR Wallingford Ltd. All rights of ownership, copyright, registered trademarks, know-how in relation with the Tools are and remain the property of HR Wallingford Ltd
8. You are responsible for your use of the Tools and for the results that are obtained from your use of them. You agree that we shall not be liable to you or to any third party for any direct or indirect damage howsoever arising out of the use or impossibility to use the Tools, even when we have been informed of the possibility of such damage.
9. We do not guarantee that the Tools meet your requirements or are free from errors.

10. We shall be entitled to terminate this Licence if there is a breach by you of your obligations in this Licence. We will do so by terminating your account.
11. Your attention is also drawn to the general terms and conditions which relate to the use of tools, documents and data and services available on the UKSUDS.com website which in so far as relevant also apply to this Licence. These terms include exclusions of liability and it is recommended that you read the terms carefully before using the Tools

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