



PO Box 173, Cranbrook TN17 9DA

## Terms of Use

Please read carefully the following terms of use (“Terms”) for the website whose URL is <https://thefdforum.co.uk/> (“Site”).

### 1. About Us

The Site is provided by the The FD Forum Group Ltd, company registration number 10925365, registered in England, whose registered office address is PO Box 173, Cranbrook TN17 9DA, email [admin@thefdforum.co.uk](mailto:admin@thefdforum.co.uk) trading as ‘FD Forum’ (“we/us”).

### 2. Privacy Policy

Any personal data which you may provide us through the Site is subject to our [Privacy Policy](#)

### 3. Use of the Site

1. You may access the Site solely for your own personal use. You must not use any content of the Site for any commercial or illegal purpose. Log in details are per member only and should not be supplied to anyone else. If membership log in has been shared this membership can be cancelled with immediate effect and no refund will be given. By submitting any material to us (“Material”) you acknowledge that we may distribute the Material to all our Members. You also waive any moral rights in the Material for the purposes of its publication on the Site. You will indemnify us if any third party takes action against us in relation to the Material.
2. You must not submit any Material which is defamatory, offensive, menacing or obscene to the Site or which in our Judgment may cause nuisance, annoyance, damage or offence, inconvenience to us or any other person or which is illegal. We may remove or edit such Material from the Site at any time without notice to, or consent by, you.
3. You must not cause any nuisance, annoyance or inconvenience to us or our users of the Site.
4. Membership of the site accepts we have the right to charge for access as stipulated within the website [Join a Forum](#)

5. You must not use the Site for commercial purposes or commercial gain or in a way which infringes the rights of others.
6. Confidentiality is paramount. You must not forward, send, transmit or transfer any part of the content to any other person. We may terminate your use of the Site with immediate effect if you breach any of these Terms.
7. We reserve the right to suspend the Site at any time for operational, regulatory, legal or other reasons.

#### **4. Complaint**

If you need to raise a complaint please email [admin@thefdforum.co.uk](mailto:admin@thefdforum.co.uk)

#### **5. Dealings with Third Parties**

1. The Site or Members may provide links to other web sites or resources, or material written by other users of the Site. As we have no control over such sites, third party resources and Material, you acknowledge that we are not responsible for the availability of such external sites, third party resources or the content of such Material, do not endorse and are not liable for any content, products, services or other materials on or available from such sites, third party resources or contained in such Material.
2. Any dealings by you with any third party on or through the Site shall be solely between you and that third party.
3. It is sometimes possible to access this Site through a link located on another web site or within a third party email communication. We do not make any representations, or endorse any products, materials, companies or individuals that provide a link to this Site or make any warranties with respect to any information contained in or at these other sites or third party email communications.

#### **6. Intellectual Property Rights**

1. The Site and its content (including but not limited to, animations, character design, text, software, music, lyrics, sound, photographs, graphics, video, page layouts and design) are protected by intellectual property rights, including copyright and trade marks.
2. Except as expressly authorised in writing either separately or pursuant to the terms of this Agreement by us or relevant third parties, you agree not to copy, download, adapt, alter, modify, rent, lease, loan, sell, distribute or create derivative works of any content of the Site, or of any Site property received by you as part of an order, in whole or in part. All rights not granted or licensed pursuant to these Terms are hereby expressly reserved to us.
3. Any works or other materials which you download with our express permission remain our intellectual property, which you agree to respect at all times.

## **7. Disclaimers**

1. Our trading name and the Site are owned by us and are descriptive of our products and services.
2. Your use of the Site is at your sole risk. The Site is provided on an "as is" and "as available" basis and we do not guarantee that the Site will be suitable for your purposes or requirements. Please note that if your server security settings block access you may not be able to use certain services or access certain information on the Site.
3. The Site is accessed via the World Wide Web which is independent of us. Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. We do not represent that the Site is appropriate or available for use in any jurisdiction other than the United Kingdom. We shall have no responsibility for any information or service obtained by you on the World Wide Web.
4. The content of the Site has been compiled from a variety of sources. We use reasonable care in compiling and presenting the content of the Site, but we give no guarantee that the content is complete, accurate, error or virus free or up to date. We cannot be responsible for any failure by us or our third parties to update documents (including policy and other legal or procedural documents) which you may download from the Site.
5. We do not assume any liability, or responsibility, for any content uploaded or otherwise transmitted by you or any third party to the Site.
6. So far as permitted by law, we disclaim all warranties, conditions and other terms of any kind, whether express or implied, whether in contract, tort (including liability for negligence) or otherwise, including, but not limited to any implied term of satisfactory quality and fitness for a particular purpose.

## **8. Limitation of Liability**

1. So far as permitted by law, and except in respect of death or personal injury arising from negligence, we exclude any liability for loss or damage of any kind resulting from the use of the Site (including the reliance upon any information contained on it).
2. We shall not under any circumstances be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this Site, even if we or a representative of ours has been advised of the possibility of such damages.

## **9. Indemnity**

You agree to indemnify and hold us and our directors, officers, employees, assignees and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees arising from the breach of any of your obligations hereunder.

## **10. General Information**

1. These Terms constitute the entire agreement between you and us. If any of them are held by a court of law to be illegal or otherwise unenforceable by the laws of any state or country, then to the extent that such term(s) is (are) illegal or unenforceable, they shall be deleted from these Terms and the remaining terms shall survive and remain in full force and effect.
2. Any failure by us to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
3. These Terms and the relationship between you and us shall be governed by the laws of England and the English courts shall have non-exclusive jurisdiction over any dispute.
4. We reserve the right to vary these Terms from time to time, such variations becoming effective immediately upon posting to the Site and by continuing to use it, you will be deemed to accept any such variations.

## **11. Renewal of membership**

Membership will automatically be renewed and a membership invoice sent out every year unless cancelled in writing by contacting [admin@thefdforum.co.uk](mailto:admin@thefdforum.co.uk). An email will suffice for these purposes.

## **11. Cancellation of membership**

1. Membership can be cancelled at any time but no refunds will be given if the membership is cancelled prior to the renewal date.
2. Membership can be transferred at any time, notification of the transfer of membership must be provided by emailing [admin@thefdforum.co.uk](mailto:admin@thefdforum.co.uk) or using the contact us form within the website [Contact Us](#)

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FD Forum Group Ltd