

Community Platform Terms & conditions

WE SUGGEST THAT YOU SHOULD READ THESE TERMS AND/OR OTHER POLICIES AND ANY ADDITIONAL TERMS CAREFULLY BEFORE USING THIS COMMUNITY PLATFORM.

BY USING THIS COMMUNITY PLATFORM, YOU AGREE TO BE BOUND BY AND ACCEPT, THE TERMS AND CONDITIONS WHICH SHALL INCLUDE ANY ANCILLARY OR ADDITIONAL TERMS RELATING TO SERVICES PROVIDED ON THIS PLATFORM ("the Terms").

IF YOU DO NOT AGREE WITH THESE TERMS, THEN YOU MUST NOT USE THIS COMMUNITY PLATFORM.

This Community platform is made available to you by ("we" "us" "our"):

- **Acorn** an SPV (Special Purpose Vehicle) partnership between, Sacyr Infrastructure UK Ltd, Kajima Partnerships Ltd and Aberdeen (ABRDN Plc)
- **Sacyr UK Ltd** registered in England and Wales with company number 11031255 whose registered office is 1 Lyric Square (Office 2.13), London, England, W6 0NB
- **The Business Centre (trading as P-Digital) Gloucester Limited** is a company registered in England & Wales with company number 03816550 whose registered office is at Unit 3, Ambrose House, meteor Court, Barnett Way, Barnwood, Gloucester GL4 3GG

1. Key definitions

"Business Users" means any advertisers and employers including establishments offering volunteering opportunities that use the community platform or any users that use the platform for the purposes of promoting their services, goods or volunteering opportunities.

"Members" means the Users that have registered to use the platform and/ or taken out a subscription to use the learning modules available via the platform.

"Services" means any services provided through via the platform.

"subscription" means the subscription to the eLearning area for monthly access to eLearning modules by way of payment of the subscription fee.

"Subscription fee" means the subscription payment fee that is set out in the eLearning section of the Community platform.

"subscription term" means the period of a month's access to the eLearning modules. This is a rolling monthly contract.

"the Community platform " and "platform " means the platform operated by Acorn/ Sacyr (as amended from time to time) and known as

"Users" means any users of this Community platform.

In these Terms, unless the context otherwise requires and (save to the extent otherwise defined herein) the words and expressions defined in the Terms shall have the same meanings and any provision in the terms (as defined below) concerning matters of structure or interpretation shall also apply in these terms.

2. Your data and Community Platform access

Registration

2.1 We will gather some personal information about you during registration for the Community platform and for use of the services within in (name, postcode, date of birth for example). This data may be disclosed to other relevant third parties. If you would prefer your information not to be used for marketing purposes, click the 'opt out of marketing information ' check box during signup. Please also refer to our privacy policy for further information on privacy and how we hold your data.

2.2 Upon registration with us you will have a designated username and password. Please note that you are solely responsible for maintaining the confidentiality of the password and account and furthermore you agree that you are fully responsible for all and any activities that may occur under your password and account.

2.3 You hereby covenant with us that in the event that your account is accessed without your authority or you feel that the confidentiality of your password or account details have been compromised you will immediately inform us at contact@newvelindre.info

3. Using the Community platform

3.1 You are permitted to use the Community platform for your own purposes and to print and download material from this platform provided that you do not modify or reproduce any content without our prior written consent. However, this cannot be used for commercial benefit.

3.2 You agree to adhere to any posting (or similar) rules as per our terms of engagement policy

3.3 It is a strict condition of the Community platform that you agree that you will not at any time breach any laws, breach any other rules set out in this Community platform including for the avoidance of doubt the rules relating to posting items on this Community platform, post any threatening, libellous, scandalous, inflammatory, profane, derogatory, hateful, vulgar, abusive, defamatory, obscene, pornographic or indecent material, be fraudulent, false or misleading in any way, infringe any third-party or any right of ours over any copyright, trademark or other intellectual property of ours,

distribute or contain spam, chain letters, or pyramid schemes, distribute viruses or any other technologies that may harm us or any of the interests or property any users of the Community platform, copy modify, or distribute any other person's content without their consent, put any unreasonable loading on our infrastructure, interfere with our community platform in any way including the use of any robot spiders/scraper or any other automated means to access the Community platform or information and collect content for any purpose without our express permission, harvest or otherwise collect information about others (including email addresses) without their consent or bypass any measures that we have put in place to restrict access to the Community platform.

3.4 You acknowledge that we do not control any postings placed on this Community platform by users and therefore do not guarantee the accuracy or quality of such postings.

3.5 In the event we refuse or remove your permission to use this Community platform, you agree not to register or subscribe again to this community platform using another username or any other means. If we have any reason to suspect (acting in our sole discretion) that your account has been previously terminated, we reserve the right to immediately terminate any such new account without the necessity of any notice.

3.6 You are solely responsible and liable for any information that is submitted to the Community platform or in any post.

3.7 You acknowledge that we may or may not pre-screen any posts or content on the Community platform and we and our designers shall have the right (but not the obligation) in our sole discretion to pre-screen, refuse, or remove any content that is available through our services. We fully reserve the right to (at any time and at our sole discretion) to refuse or delete any content that we believe (at our sole discretion) to be in breach of any of the Community platform terms, rules of engagement or is deemed inappropriate. We also reserve the right at our discretion to restrict a user's usage of the site either temporarily or permanently or refuse a user's registration.

3.8 If you wish to report any problems, breaches of our Terms or offensive or illegal content with regard to the community platform please contact the team at contact@newvelindre.info

4. Placing an order for our eLearning services

eLearning Subscriptions and individual purchase

4.1 You may purchase an eLearning module at a price per module or you can select a monthly subscription to the platform eLearning modules area by clicking on the subscribe button within the community platform. All prices are in UK pounds and exclude V.A.T.

4.2 If you select the monthly subscription option it is a rolling subscription that is charged on a monthly basis until the user cancels. (This may be updated at our sole discretion and without notice from time to time).

4.3 To find out more information about subscription for eLearning modules, please visit the eLearning area. For current pricing and subscription please see our subscribe page

4.4 Users who purchase a subscription to the eLearning modules will be able to:

- Continue their subscription on a rolling basis until they, the user cancels it.
- Cancel their subscription at any point, whereby access will remain until the next renewal date.

Personal Information during subscription

4.5 We will gather some personal information about you during registration for the Community platform and for use of the services within in (name and email for example). This data alongside your payment details will only be disclosed to the payment portal (Stripe) for the purpose of your subscription.

Payment

4.6 During the checkout process for subscription, you will be asked to enter your payment details. We only take payments for subscription by way of credit or debit card or Stripe. By completing your payment details you confirm that the credit or debit card being used is yours. This Community platform also uses Stripe to take payments for subscription and on purchasing a subscription you will be transferred to the secure Stripe site to make your payment. None of your payment details are stored on our server.

4.7 Once your payment has been completed, we will email you and notify you that your subscription is active. If you have paid for your subscription by way of Stripe, you will also receive a receipt from Stripe and can log into your Stripe account to view your transaction.

4.8 Once payment has been processed and your subscription is active, you have unlimited access to the eLearning modules via the courses section of the platform menu for a month. For the avoidance of doubt the subscription term shall start from the date your subscription fee being received by us and last until the same date each month.

Automatic renewal of the subscription

4.9 Your subscription will automatically renew on the original payment date of each month. You will be notified of the renewal payment via email.

Cancellation and amendments

Your right to cancel

4.10 If you are not happy with your subscription or feel it has been described incorrectly, you may cancel your subscription within 14 working days of the day after you applied for subscription and in such instances you will receive a full refund (this is your statutory right according to the long distance selling regulations and is known as 'the cooling off period'). You do not need to give a reason to us during the cooling off period. For the avoidance of doubt if you do not notify us in writing within 14 working days of the day after you applied for your subscription then you will not be entitled to a refund pursuant to this paragraph. support@prospectdigital.co.uk

4.11 You may also cancel your subscription at any time via the stripe member area or your monthly email from Stripe. In the event that you cancel your subscription you will not get a refund of any unused subscription term.

Our right to cancel

4.12 Should we not receive any subscription fee from you we reserve the right to immediately terminate your subscription to the eLearning courses without the necessity of any notice.

4.13 We may terminate your access to the eLearning courses or the Community platform if you breach any part of our terms or any other additional terms or policies.

Amendment of services

4.14 During the subscription term we reserve the right, and without prior notice or liability, to discontinue, modify or alter any aspect of the eLearning courses area. You agree that we shall not be liable to you or any third party for any termination of your access to, or use of, the Community platform and/or the eLearning courses area.

5 Protection of Intellectual Property

5.1 The entire content on this Community platform and our software is protected by copyrights, trademarks, service marks, other intellectual property rights (and other laws) which are owned and controlled by us or by third parties that have licensed their content on this Community platform to us. Printing the content is permitted, but taking digital copies is not permitted. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any content contained on this Community platform or our subscription services, in whole or in part. When any content is downloaded to your computer, you do not obtain any ownership interest in such content.

5.2 You further acknowledge and agree that some of the content contained in any postings, advertisements, or information presented to you through this Community platform from time to time is protected by copyrights, trademarks, service marks, other intellectual property rights (and other laws).

5.3 Unless you receive our prior written consent, you are strictly prohibited from modifying, renting, leasing, loaning, selling, distributing, transmitting, broadcasting, creating derivative works based on our services or our software in whole or in part any of our software, Community platform or community platform content. You are further prohibited unless you receive our prior written consent to use the content of our community platform for any purpose, including, but not limited to, use of any content in printed form or on any other Community platform, website or networked computer environment. If you wish to obtain any such consent, you may request this by contacting us on contact@newvelindre.info

5.4 You should note that any breach of this procedure would result in legal action.

6. User conduct

6.1 With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this Community platform shall be considered non-proprietary and not confidential. Unless you advise to the contrary in writing by contacting us at contact@newvelindre.info we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes. Please also refer to our Privacy Policy.

6.2 When using this Community platform you shall not post or send to or from this Community platform any material for which you have not obtained all necessary consents, is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom.

Child policy

6.3 You must be 14 or over to accept these terms. The platform is not primarily directed at children, although certain elements can be used with parental, guardian or school permission. If you are under the age of 18 you will not be entitled to a subscription and an adult should subscribe to the eLearning area of the Community platform so that this area can be used with parental or guardian consent.

Health

6.4 It should be noted that it has been known that some users can on occasion experience epileptic seizures when they are subjected to certain patterns of light or

backgrounds on a monitor or computer screen. We would suggest that as a precaution that if you, or anyone in your family, have an epileptic condition, you should consult with your doctor prior to using our service.

7. Site uptime

7.1 All reasonable measures are taken to ensure that this Community platform is available all day every day. However, occasionally technical or business issues may result in some downtime and accordingly we will not be liable if this Community platform is unavailable at any time.

7.2 Where possible we will try to give advance warning of maintenance issues that may result in Community platform downtime, but we shall not be obliged to provide such notice.

8. Links to and from other platforms and websites

8.1 This Community platform may from time to time permit you to link to other platforms or websites that may or may not be affiliated with us or with this Community platform, and that may have terms, conditions and notices of use that differ from, or contain terms, conditions and notices in addition to, the terms specified on this Community platform. You acknowledge and agree that we shall not be responsible for or liable for any matter arising from the availability of, operation of, connection to or content of those other Community platforms.

8.2 Any links to third party platforms or websites located on this Community platform are provided for your convenience only. We have not reviewed each third-party platform or website and have no responsibility for such third-party platforms or websites or their content.

8.3 Your correspondence or business dealings with, or participation in promotions of, advertisers or Business Users found on or through our Community platform, including payment and delivery or related goods or services, and any other terms, conditions, warranties or representations associated with such dealing, are solely between you and such advertiser or Business User and you agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or Business Users on our Community platform.

8.4 If you would like to link to this Community platform, you may only do so with our written permission and on signing up Business User terms and on the basis that you link to, but do not replicate, any page on this community platform and you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us. Please contact us on contact@newvelindre.info for further details of business use

8.5 If you choose to link to our Community platform in breach of paragraph 7.4 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

9. Exclusion of liability

9.1 We take all reasonable steps to ensure that the information on this Community platform is correct. However, we do not guarantee the correctness or completeness of material on this Community platform. Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Community platform), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our Community platform. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss.

9.2 The use by you of this Community platform and/or any services offered through this Community platform and any subsequent continued use constitutes your acceptance that such use is at your sole discretion and risk.

9.3 To the fullest extent permitted by law, neither we, nor any of our affiliates officers, employees, agents or partners will be liable for any punitive, special, direct, indirect or consequential loss or damage whatsoever (including without limitation loss of business, goodwill, opportunity, data, profits, intangibles losses) arising out of or in connection with this community platform, our services, any posts appearing on the community platform and any goods or services provided by any Business Users or advertisers.

9.4 The use by you of this Community platform and/or any services (including any subscription services) offered through this Community platform (whether offered by us, advertisers or Business Users) and any subsequent continued use constitutes your acceptance that such use is at your sole discretion and risk.

9.5 You expressly understand and agree that:

- Any and all of your use of our Community platform and software is at your sole risk;
- We do not provide any representation, warranty or endorsement of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy in respect of anything posted on this Community platform.
- Our Community platform and software is provided on an "as is" and "as available" basis;

- We (including all of our group of companies) and any of our (or our group of companies) employees, agents affiliates, associates, officers or partners expressly and forever disclaim all warranties of any kind, whether such warranties are express or implied, including, but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
- Neither we (including all of our group companies) nor any of our (or our group companies) employees, agents affiliates, associates, officers or partners make any warranty that our software or our services will meet any of your use requirements.
- Neither we (including all of our group companies) nor any of our (or our group companies) employees, agents affiliates, associates, officers or partners make any warranty that our software or our services will be continuous, timely, safe or error-free.
- Neither we (including all of our group companies) nor any of our (or our group companies) employees, agents affiliates, associates, officers or partners make any warranty that our software or our services are of any particular quality and the posts contained on our Community platform by advertisers or Business Users are not warranted by us as being of a satisfactory quality and any such warranties shall be obtained (if any) by you directly from the relevant Business Use or advertiser;
- Any material that is downloaded or otherwise obtained by you from us or any of our group companies shall be accessed at your own discretion and risk
- You waive all and any claims and causes of action with respect to any damage to any of your equipment including but not limited to your computer system, access to internet, download devices, or loss of data that results from the download of any such material.

9.6 Neither we nor any of our group companies shall be liable for direct or indirect loss arising out of or resulting from the use of this Community platform (or subscription services), whether based on contract, strict liability or otherwise, and if it is deemed by a court of competent jurisdiction that we are liable our maximum liability to you shall be limited to the amount that you have spent with us (directly) during that particular use under which the claim arises.

9.7 To the fullest extent permitted by law, neither we nor or group companies (or any of our or our groups companies affiliates, officers, employees, agents or partners) will be liable for any punitive, special, exemplary, direct, indirect or consequential loss or damage whatsoever (including without limitation loss of business, goodwill,

opportunity, data, profits, intangible losses) arising out of or in connection with this Community platform, our services, any Member services, any posts appearing on the Community platform and any goods or services provided by any Business Users or advertisers.

9.8 We try to ensure that the services provided are free from harmful content, such as malware and viruses, and do not take responsibility for the consequences of the aforementioned. Should you detect a risk to the security of our services or its users, you are asked to contact us immediately at contact@newvelindre.info and provide as much information as possible.

10. Indemnity

10.1 You hereby agree to indemnify and hold us, and all our affiliates partners, officers, employees or agents harmless from and against any breach by you of any Terms of use of this Community platform or any posts on the community platform and any claim or demand brought against us, and all of our affiliates partners officers employees or agents by any third party arising out of your use of the services and/or any content submitted, posted or transmitted through the services, including without limitation all claims, proceedings, losses (direct and indirect), liabilities, damages, costs, expenses (including legal costs and expenses) howsoever suffered or incurred by us and all our affiliates, partners, officers employees or agents in consequence of your breach of these Terms.

11. Testimonials

11.1 We may without your prior consent post your testimonials on the community platform. If you wish for your testimonial to be removed, please contact us via email at: contact@newvelindre.info

12. Severability

12.1 If a provision of these Terms is determined by a court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or an unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

13. Dispute resolution

13.1 If a dispute arises between you and us, we strongly encourage you to first contact us directly to seek a resolution by contacting us via email contact@newvelindre.info We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

14. Law and jurisdiction

14.1 These Terms (and any disputes, claims or proceedings of whatsoever nature arising out of or in any way relating to the use of this Community platform) are governed by and shall be construed in accordance with the laws of England and Wales. You hereby consent to the exclusive jurisdiction of the English and Welsh Courts in all disputes arising out of or relating to the use of this Community platform. Those who choose to access this Community platform from outside the United Kingdom are responsible for compliance with local laws, if, and to the extent that, local laws are applicable. You may not use, or export materials or content contained on this community platform in violation of UK and EU export laws and regulations.

Thank you for taking the time to review these terms and conditions