

Diabetes UK
Grant Application System Terms and Conditions

1. Terms of Use

- 1.1. These terms & conditions (“the Terms”) set out the terms upon which you are permitted to use the Diabetes UK Grant Application System (“System”).
- 1.2. The British Diabetic Association (operating as Diabetes UK) is a company limited by guarantee (number 00339181) and charity registered in England and Wales (number 215199) and in Scotland (number SC039136) whose registered office is at Wells Lawrenc House 126 Back Church Lane London E1 1FH.
- 1.3. The purpose of the System is to allow you to apply for grant funding from Diabetes UK (“the Purpose”), and for Diabetes UK to review, award and manage such grants.
- 1.4. The System is owned by CC Technology Limited (“CCT”) (a company registered in Scotland, SC109363).
- 1.5. The Terms relate only to your use of the System. If your application to receive for grant funding is successful, you will be asked to enter into a separate agreement with Diabetes UK in relation to the award of such grant funding which will be without prejudice to the Terms.

2. Accepting the Terms

- 2.1.1. In order to use the System, you must agree to the Terms. You can accept the Terms by clicking to confirm your acceptance of the Terms when you initially register to use the System.
- 2.2. You should print off or save a local copy of the Terms for your records.

3. Licence to Use the System

- 3.1. In consideration of you agreeing to abide by the Terms, Diabetes UK and CCT hereby grant a personal, royalty-free, non-exclusive, non-transferable licence to you to use the System for the Purpose on the Terms.
- 3.2. You may not sub-licence, merge, adapt, vary, modify, copy or create any interest over the whole or any part of the System. You may not create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the System or any part thereof.
- 3.3. You may not make the System available to any other person in whole or in part.
- 3.4. You acknowledged that all intellectual property rights in the System are held by CCT, and that you have no rights in connection with the System other than the right to use the System for the Purpose on the Terms.
- 3.5. You agree not to access (or attempt to access) the System by any means other than through the interface that is provided by Diabetes UK.
- 3.6. You acknowledge and agree that the form and nature of the System may change from time to time without prior notice to you, and that CCT and Diabetes UK will have no liability for any loss or damage which you suffer as a result of such changes in the System.

4. Use of the System by you

- 4.1. In order to access the System, you will be required to register as a user which will involve providing certain personal information. You confirm that the personal information provided is accurate and complete in all material respects and that you will notify Diabetes UK in writing if such information changes whilst you continue as a user of the System.
- 4.2. On registration, you will be provided with a user name and password. You acknowledge that you should keep such information confidential and should not disclose such user name and password to any third party. You agree that you are solely responsible for any use of the System under your user name and password. You will notify Diabetes UK immediately if you become aware of any unauthorised use of the System.
- 4.3. In using the System you should not:
 - 4.3.1. Knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other

harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- 4.3.2. Access the System without authority, interfere with, damage or disrupt any part of the System or any software used in the provision of the System.
- 4.3.3. Advocate, promote or assist any unlawful act such as copyright infringement or computer misuse.
- 4.3.4. Submit any material in to the System which is defamatory of any person or which is discriminatory, threatening, obscene, offensive, hateful or inflammatory.
- 4.3.5. engage in any activity that interferes with or disrupts the System.
- 4.4. Diabetes UK may disable your access to the System at any time. You acknowledge and agree that if Diabetes UK disables access to your account, you may be prevented from accessing the System, your account details or any files or other content which is contained in your account on the System.
- 4.5. You will comply with the Terms and with all applicable laws and regulations in using the System.

5. Exclusion of Warranties

- 5.1. The System is provided 'as is' and Diabetes UK gives no warranty that the System is satisfactory or appropriate for the Purpose.
- 5.2. Diabetes UK provides no guarantee that the System will be available 100% of the time, or that access to it will be uninterrupted. Diabetes UK accepts no liability for any loss or damage that you suffer as a result of unavailability of the System.
- 5.3. Diabetes UK provides no guarantee that your access to the System is secure or error free. Diabetes UK accepts no liability for any loss or damage you suffer as a result of any loss or corruption of information entered into the System by you.
- 5.4. Diabetes UK does not represent or warrant to you that defects in the operation or functionality of the System will be corrected.
- 5.5. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

6. Use of your data

As part of your use of the System you will be required to provide personal data. Diabetes UK will act as the data controller in relation to such personal data and will process such personal data for the purpose of assessing your application for grant funding and, if such application is successful, for monitoring and administering such grant. Please see our [Privacy Notice](#) for more details about how your data will be used. If you include the personal data of other individuals as part of your grant application, you warrant that you have obtained their consent to do so before submitting the data to Diabetes UK and that you have shared the contents of the [Privacy Notice](#) with them.

7. Proprietary rights and Confidentiality

- 7.1. You acknowledge and agree that CCT owns all legal right, title and interest in and to the System, including any intellectual property rights which subsist in the System (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 7.2. You acknowledge that the System may contain information which is designated confidential by Diabetes UK and that you shall not disclose such information without Diabetes UK's prior written consent. You further acknowledge that information which you obtain as a result of any discussions with Diabetes UK that take place as part of your submission of an application for grant funding via the System shall be deemed to be confidential.
- 7.3. Nothing in the Terms gives you a right to use any of Diabetes UK's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- 7.4. It is acknowledged and agreed that you retain any and all proprietary rights in any information submitted into the System by you.

8. Termination

- 8.1. The Terms will continue to apply until terminated by either you or Diabetes UK as set out below.
- 8.2. You may terminate the Terms by providing one month's notice in writing to Diabetes UK.
- 8.3. Diabetes UK may terminate the Terms at any time by disabling your access to the System if:

- 8.3.1. you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
 - 8.3.2. Diabetes UK is required to do so by law; or
 - 8.3.3. If so requested by CCT or if CCT has withdrawn Diabetes UK's licence to use the System; or
 - 8.3.4. Diabetes UK reasonably believes that continued association with you will be inimical to its charitable purposes or will bring its name into disrepute.
- 8.4. Termination will be without prejudice to any accrued rights and remedies.

9. Limitation of Liability

- 9.1. Nothing in these Terms shall exclude or limit any party's liability for losses which may not be lawfully excluded or limited by applicable law.
- 9.2. Subject to overall provision in paragraph 9.1 above, Diabetes UK and CCT shall not be liable to you for:
 - 9.2.1. any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;
 - 9.2.2. any loss or damage which may be incurred by you as a result of:
 - 9.2.2.1. any changes made to the System, or for any permanent or temporary cessation in your access to the System;
 - 9.2.2.2. the deletion of, corruption of, or failure to store, any information and other communications data maintained or transmitted by or through your use of the System;
 - 9.2.2.3. your failure to provide Diabetes UK with accurate account information;
 - 9.2.2.4. your failure to keep your password or account details secure and confidential.
- 9.3. The limitations on Diabetes UK's liability to you in paragraph 13.2 above shall apply whether or not Diabetes UK has been advised of or should have been aware of the possibility of any such losses arising.

10. Changes to the Terms

- 10.1. Diabetes UK may make changes to the Terms from time to time at its sole discretion by posting the amended Terms on the System.
- 10.2. You understand and agree that if you use the Services after the date on which the Terms have changed, Diabetes UK shall be entitled to treat your continued use as acceptance of the updated Terms.

11. General legal terms

- 11.1. The Terms constitute the whole legal agreement between you and Diabetes UK and govern your use of the System.
- 11.2. You agree that Diabetes UK may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the System.
- 11.3. You agree that if Diabetes UK does not exercise or enforce any legal right or remedy available to it in connection with the Terms, this will not be taken to be a formal waiver of Diabetes UK's rights to such remedies.
- 11.4. If any court of law rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- 11.5. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Terms save that CCT may rely on and enforce the Terms if applicable.
- 11.6. The Terms shall be governed by laws of England and Wales, and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.