

RENNARD CONSULTING LIMITED (TRADING AS WORLD OF WATER) TERMS AND CONDITIONS

Thank you for using the World of Water Members Site.

worldofwatermembers.co.uk is a website operated by Rennard Consulting Limited ("Trading as World of Water", "we" or "us"). Rennard Consulting is registered in England and Wales under company number 12242454 and its registered office is at Ebenezer House, Ryecroft, Newcastle, ST2 2BE. We are currently not required to be VAT registered.

Agreement between you and Rennard Consulting Limited.

These general Terms and Conditions ("Terms") are an agreement ("Agreement") between you and Rennard Consulting Limited (trading as World of Water) and cover your use of the information, software, products and services made available through worldofwatermembers.co.uk (the "Website"). By using the Website, you agree to be bound by these Terms, as well as our Privacy Policy.

This Agreement governs any use of the Website as a guest, fee paying member or otherwise.

You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring any contact details you provide us with are correct and up to date. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and that they comply with them.

The Website is offered to you conditional upon your acceptance of these Terms and any notices contained in these Terms and the Website itself. Please read these Terms carefully before you start using the Website. By using the Website, you agree to these Terms.

You must be the legal age of majority in your country of residence in order to use the Website. In no event is use of the Website permitted by those under the age of 18.

World of Water Information is meant as a starting point and is not a substitute for design advice provided by a qualified engineer.

World of Water provides a platform for technical information and self-help. The information and documents provided by World of Water along with the content on our Website related to the water profession ("Technical Information") is provided for your private use and does not constitute consultancy advice from qualified engineers or water professionals and should not be relied upon as such. We cannot guarantee that Technical Information is correct, current or up-to-date, or suitable for every situation. Except as part of an Engagement, engineers (terms defined below) will review any information you provide us with for technical accuracy or sufficiency, draw technical conclusions, provide opinions about your projects and design works, or apply technical knowledge to the specific facts of your situation.

The documents and courses available on the Website are should be used as a starting point for expanding your knowledge. They are only intended to be used as continue professional development, to expand your knowledge and to help you connect, share knowledge and grow with other water professionals. It does not replace formal training with an accredited educational body. Therefore, if you need technical advice for your specific problem please consult a qualified engineer.

The directory of engineers within the private World of Water Community on LinkedIn is for information purposes only. Rennard Consulting Limited or World of Water does not endorse or recommend any engineer, nor does it make any warranty as to the qualifications or competency of any engineer.

Ask an Engineer

By joining World of Water you will get access to a private members page on LinkedIn where you have opportunities to connect and collaborate with other water professionals.

This is meant as a starting point and as such Rennard Consulting Limited or World of Water does not endorse or warranty any information provided by any of its members.

Disclaimers

You agree with us (and also for the benefit of our engineers) that any collaboration undertaken by you with other World of Water Members through the website: does not constitute technical advice and that, except as part of an Engagement, no duty of

care will be established (either in tort or in contract) between you and the Engineer we connect you with.

Fair use

Your use of World of Water is subject to you using the service fairly. We generally view fair use to be only you access the portal as part of your membership and not providing your log in details to any third parties.

Discounted and paid membership

Rennard Consulting Limited (trading as World of Water) makes available discounted membership for students and those temporarily out of work to provide an opportunity for individuals to maintain their skills and connect with other water professionals who may be currently looking for employees. If you choose to start a Reduced Members rate, you will be required to email World of Water at members@worldofwatermembers.co.uk as soon as your circumstances change if you wish to continue using the World of Water membership platform so your rate can be updated.

Likewise you can also email World of Water to downgrade your membership to a reduced account at any time.

Rennard Consulting (trading as World of Water) use Stripe as a payment mechanism and as such do not store any payment details on their servers.

Other free trials of certain World of Water products and services may be offered from time to time. The terms and conditions of such free trials will be contained in the offer.

Cancellation of your membership

If for any reason you decide that you do not want to continue with your membership, you can cancel it on the Website or by contacting us directly at members@worldofwatermembers.co.uk. You can also cancel payments through Stripe.

Refund policy

You have 14 (fourteen) calendar days (the Statutory Period) from the date you signed up to the World of Water Membership Site to cancel your membership and be eligible for a refund.

After 14 days you can cancel your membership at any time by following the procedure set out above.

Fees, changes to fees and renewals

We reserve the right to change our pricing from time to time, but our price changes will always be prospective and not retroactive. Where you do not agree to the increase in price you are entitled to cancel or downgrade your membership in the 30 day period before the new pricing comes into force.

From time to time, we may also offer different subscription terms and membership benefits.

Except as set out below, membership fees are non-refundable.

Monthly plans will automatically renew on a monthly basis until cancelled by you. Unless you notify us before the renewal date of the membership that you wish to cancel, your subscription will automatically renew. You authorise us (without notice) to collect the applicable membership fees using any valid payment source we have on record for you. If you have purchased an annual membership plan, we will give you notice via email of annual renewals no less than three (3) calendar days before your annual renewal date.

Failure to provide subscription payments

If you are enrolled in the World of Water Members site and fail to provide a full subscription payment on time, we reserve the right to deem such a failure as notice of cancellation and cancel your account immediately. Further, if we are unable to charge your designated payment method for any reason, we reserve the right to automatically downgrade your paid plan to a lower-priced plan or to suspend your paid membership until your designated payment method can be charged again.

Data protection

Any personal information you provide to us via the Website is governed by our Privacy Policy, which is incorporated into these Terms.

Intellectual property rights

For the purposes of these Terms, "Intellectual Property Rights" means any and all intellectual property rights, whether registered or unregistered, including but not limited to any patents, trademarks, domain names, URLs, design rights, copyright, software rights, database rights, rights in and to business names, product names and logos, processes, trade secrets, confidential information and any similar rights in any jurisdiction.

Rennard Consulting Limited (trading as World of Water) shall retain and be assigned all rights, title, interest and Intellectual Property Rights in relation to the CPD content, Product Information, Blog Posts, and all other content found on the Website (the "Content").

Except as otherwise provided in these Terms, you must not:

- reproduce, modify, translate or create derivative works of any Content;
- sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or edit any Content; or
- circumvent or disable any security or technical features of the Content.

The names of any companies or products mentioned on the Website may be the trademarks of their respective owners.

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No unlawful or prohibited use

As a condition of your use of the Website, you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You will not use the Website in any manner which could damage, disable, overburden or impair the Website, or interfere with any other party's use and enjoyment of the Website. You will neither obtain nor attempt to obtain any materials or information through any means not intentionally provided for on the Website.

The Content is protected by copyright and all other applicable Intellectual Property Rights set out above. Content is for your personal use only and not for resale. Your use of the Website does not entitle you to resell any Content from the Website. For the avoidance of doubt, your use of the Website constitutes your acceptance of these Terms and your promise that you will not resell or otherwise attempt to commercially benefit from the Content without our written express consent.

Our status (and those of any identified contributors) as the authors of material on the Website must always be acknowledged and you must not use the material in a derogatory manner. If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Acceptable use of communication services

The Website may contain services such as bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

You agree that when using a Communication Service, you will not:

- defame, abuse, harass, stalk, threaten or otherwise breach the legal rights (such as rights of privacy and publicity) of others;
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control these rights or have received all necessary consents;

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- upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- conduct or forward surveys, contests, pyramid schemes or chain letters;
- download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- restrict or inhibit any other user from using and enjoying the Communication Services;
- breach any code of conduct or other guidelines which may be applicable for any particular Communication Service;
- harvest or otherwise collect information about others, including e-mail addresses, without their consent; or
- breach any applicable laws or regulations.

We reserve the right, in our own discretion, to review and remove materials posted to a Communication Service, in whole or in part. Rennard Consulting Limited (trading as World of Water) reserves the right to terminate your access to any or all of the Communication Services at any time without notice if we reasonably believe that you have breached these Terms or are misusing the Communication Services in any way.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. We do not control or endorse the content, messages or information found in any Communication Service and, therefore, we specifically disclaim any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not our authorised spokespersons and their views do not necessarily reflect our views.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for keeping within these limitations if you download the materials.

Ownership and preservation of your materials

Rennard Consulting Limited (trading as World of Water) does not own any of the materials you provide to us (including feedback or suggestions) or post, upload, input or submit to any World of Water website or its associated services (collectively, your "Submissions").

By posting, uploading, inputting, providing or submitting your Submission, you grant Rennard Consulting Limited (trading as World of Water), its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid in relation to the use of your Submission. We are under no obligation to post or use any Submission you provide and may remove any Submission at any time in our sole discretion.

By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our discretion.

Links to third party websites

World of Water websites may contain links to third party resources and businesses on the Internet, called here "links" or "Linked Sites." Those links are provided for your convenience to help you identify and locate other Internet resources that may be of interest to you. Rennard Consulting or World of Water does not sponsor and is not legally associated with any third party Linked Sites. Rennard Consulting Limited or World of Water is not

legally authorised to use any trade name, registered trademark, logo or copyrighted material that may appear in the link.

Rennard Consulting Limited (trading as World of Water) does not control, endorse or monitor the contents of any Linked Site. That includes, without limitation, any further link contained in a Linked Site, and any changes or updates to a Linked Site. Rennard Consulting Limited or World of Water is not responsible for webcasting or for any other form of transmission received from any Linked Site. These Terms do not cover your interaction with Linked Sites. You should carefully review the terms and conditions and privacy policies of any third party sites.

If you use any service provided on a Linked Site, (a) Rennard Consulting Limited or World of Water will not be responsible for any act or omission of the third party, including the third party's access to or use of your customer data and (b) Rennard Consulting Limited or World of Water does not warrant or support any service provided by the third party.

Liability disclaimer

The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information on the Website. Rennard Consulting Limited (trading as World of Water) and/or its suppliers may make improvements and/or changes to the Website at any time. Information and opinions received via the Website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

Although Rennard Consulting Limited (trading as World of Water) will use its reasonable efforts to keep the Website available and the information on the Website reasonably accurate, Rennard Consulting Limited (trading as World of Water) and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Website for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Rennard Consulting Limited (trading as World of Water) and/or its suppliers disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Guest users

You use the Website at your own risk. Neither Rennard Consulting Limited (trading as World of Water) nor any company within our group, and our and their respective agents, employees and subcontractors, shall be liable to you or any other party for any losses or damages whatsoever or howsoever arising in connection with the Website (whether under these Terms or other contract or as a result of any misrepresentation, misstatement or tortious act or omission, including negligence).

Fee paying members

Rennard Consulting Limited (trading as World of Water) liability to you for any loss or damage is limited to damages of an amount equal to the subscription fee received by Rennard Consulting Limited (trading as World of Water) for the twelve month subscription period prior to the date on which the liability arose.

Under this paragraph:

"Rennard Consulting Limited (trading as World of Water) liability" includes that of any company in our group and our and their respective agents employees, subcontractors;

"You" includes any other party claiming through you; and

"Loss or damage" includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the use of the Website, whether under this agreement or other agreement or as a result of any misrepresentation, misstatement or tortious act or omission, including negligence.

This section of the Terms does not affect claims relating to death or personal injury caused by negligence and does not limit or exclude any liability for fraudulent misrepresentation.

Service contact

Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting our customer service department at members@worldofwatermembers.co.uk.

General

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of the Website.

Our performance of this Agreement is subject to existing laws and legal process. Nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable under any applicable law, including, but not limited to, the warranty disclaimers and liability limitations set out above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement will continue in effect.

We may provide you with notices, including those regarding changes to the Terms by email, regular mail, postings on the Website, or other reasonable means now known or developed in the future.

A printed version of the Agreement, and of any notice given in electronic form, will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this Agreement and all related documents have been drawn up in English.

Modifications

We aim to update the Website regularly and can change the content at any time. We will use our reasonable efforts to keep the Website available to you, but if necessary, we may suspend access to the Website, or close it indefinitely. We will not be liable if for any reason the Website is unavailable at any time or for any period.

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

If you have any questions or concerns, please visit our Help Page or Contact Us at any time.

Entire agreement

Unless otherwise specified, this Agreement constitutes the entire Agreement between you and us with respect to the Website and it supersedes all prior communications and proposals, whether electronic, oral or written, between you and us with respect to the Website.

Assignment

You must not assign or otherwise transfer the Terms, or any right granted under them, without our written consent. We can freely transfer our rights under the Terms.

Waiver

Any failure by us to enforce or exercise any provision of the Terms, or any related right, will not be a waiver of that provision or right. Any rights not expressly granted in this Agreement are reserved. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.

Applicable law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England and Wales.