

## **The Litigant in Person Network**

### **Terms of Use**

#### **1) About these Terms of Use**

- a) These Terms of Use govern your access to use and use of the Litigant in Person Network website, including accessing, creating and responding to posts as well as your profile information.
  
- b) Our mission is to make the community working with Litigants in Person as connected as possible. Our site can be used to share experiences, challenges and successes with your colleagues and peers. We want people to feel secure when sharing information on our site and for that reason, we ask you to adhere to these Terms of Use. Among other things, this will help you understand what can and cannot be shared on our site, and what type of content can be reported as inappropriate and removed by us.
  
- c) Please read these Terms of Use, our Community Standards Policy, and our Privacy Policy and Consent to Use Data Policy carefully before you start to use the site. By using our site you indicate that you accept, and agree to abide by, these Terms of Use, our Community Standards Policy, and our Privacy and Cookies Statement and any other policy or document referred to in these Terms of Use.
  
- d) We may revise Terms of Use (or any other policy or document referred to in these Terms of Use) at any time by amending this page. We may notify you by email of changes.

#### **2) Who we are and how to contact us**

- a) [www.lipnetwork.org.uk](http://www.lipnetwork.org.uk) is an independent project operated by the Litigant in Person Support Strategy. We operate under THE ACCESS TO JUSTICE FOUNDATION

which is a registered charity 1126147 and limited by guarantee 6714178. Our registered office is at 20-22 Bedford Row, London WC1R 4JS.

- b) To contact us, please email [ellaplayfair@atjf.org.uk](mailto:ellaplayfair@atjf.org.uk) or use the feedback form on the website. We operate out of The National Pro Bono Centre, 48 Chancery Lane, London WC2A 1JF.

### 3) **About our site**

- a) Our site is a community website that allows users from across the charity sector to create a profile and interact with one another.
- b) Our site is made available free of charge.
- c) We may update and change our site from time to time.
- d) We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- e) We are not liable in any way for the accuracy or completeness of information that users provide about themselves. You are responsible for verifying the accuracy or completeness of information that users provide about themselves.

### 4) **Your account**

- a) When creating an account you will choose a password to protect your account and provide such additional information as may be required as part of our security procedures. All such information must be treated as confidential and you must not disclose it to any third party. If you think someone else might know your password, you must change it straight away. You are solely responsible for all actions taken on our site using your account.
- b) When you create an account with us, we will ask you to provide us with certain information about yourself, such as your name, email address, organisation. On creating the account, you represent that all of the information that you have provided is true and accurate. If any information that you have provided to us is inaccurate, it is your responsibility to amend such information as soon as possible. You agree not to sell or transfer your profile or any part of it to any third party.

- c) Membership to the Network is granted Requests for membership will be granted to individuals who:-
  - i. Are working in the legal professions, judiciary, Court Service, advice sector, higher education, voluntary sector, legal regulatory bodies and
  - ii. Agree to comply with the LiP Network's terms of use
- d) LIP Network may also consider requests for membership from individuals volunteering in the access to justice sector in exceptional circumstances.
- e) We have the right to suspend or deactivate any user account at any time and for any reason, but in particular, if in our reasonable opinion, you have failed to comply with any of the provisions of these Terms of Use. If you create an account through a third party service, you give us the right to access and use your information from that service (as permitted by that service) and to store your user name and password for that service.
- f) You are responsible for making all arrangements necessary for you to have access to our site.
- g) You must not create an account or access our site through automated means, including but not limited to using an automotive device, spider, cache, crawler or scraper.

**5) The content on our site**

- a) The content on our site is provided for general information only. It does not amount to advice (including legal advice) on which you should rely. You must obtain professional or specialist advice (including legal advice) before taking, or refraining from, any action on the basis of the content on our site.
- b) We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.
- c) We are the owner or the licensee of all intellectual property rights in our site including the software and/or the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

- d) You may print off one copy, and may download extracts, of any page(s) of our site for your personal reference.
- e) You must not modify, amend, distribute or copy (including making digital copies of) any materials you have printed off or downloaded from our site. You must not use any illustrations, photographs, video, audio sequences, graphics, names or trade marks separately from any accompanying text.
- f) Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged. You must not use any part of the materials on our site for commercial purposes without obtaining a license to do so from us or our licensors.
- g) If you print off, copy, download or use any part of our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**6) We are not responsible for third party links and websites**

- a) Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- b) We have no control over the contents of those third party sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.
- c) Your use of those third party sites or resources will be subject to the terms of use contained in the relevant site.

**7) Our responsibility for loss or damage suffered by you**

- a) The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy.
- b) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation.
- c) To the extent permitted by law we expressly exclude:
  - i. all conditions, warranties, representations or other terms which might otherwise be implied by statute, common law or the law of equity ; and

- ii. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site and/or any material displayed on our site, including without limitation any liability for:
  - 1. loss of income, profits, sales, business or revenue;
  - 2. business interruption;
  - 3. loss of anticipated savings;
  - 4. loss of business opportunity, goodwill or reputation;
  - 5. loss of data;
  - 6. wasted management or office time; and/or
  - 7. any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- d) We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

**8) Uploading content to our site**

- a) Please review our Privacy Policy and Consent to Use Data Policy in relation to the information that you provide.
- b) Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with these Terms of Use and our Community Standards Policy.
- c) You warrant that any such contribution complies with these Terms of Use, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- d) By uploading material to our site, you confirm that such material (including any intellectual property rights that vest in the material) (the **Material**) is owned by

you. Any content you upload to our site will be considered non-confidential. You retain all of your ownership rights in your content, but you confirm by uploading any Material that you grant us a perpetual, irrevocable, non-exclusive, transferable, royalty-free, world-wide, sub-licensable licence to use, copy, distribute, modify, edit and/or publish the Material (in whole or in part) the Material, including to make it available to third parties.

- e) We may also disclose the Material to third parties for any purpose connected with the operation of our site, the Litigant in Person Support Strategy and The Access to Justice Foundation. We also have the right to disclose your identity to any third party who is claiming that any Material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy or any other rights or law.
  - f) The licences granted under paragraph 8 will not be affected by the deletion of the Material by you or the termination of your account in any way. If the Material is copied from our site (eg by other users in breach of these Terms of Use) or is shared by you on a third party site, it will be out of our control and we are not obliged to and cannot delete such Material. If you would like us to delete any Material within our control you can request that we do so by contacting us using the feedback from on our site.
  - g) We will not be responsible for the content or accuracy of any Material posted by you or any other user of our site. We have the right to remove any Material or posting you make on our site for any reason as we see fit including, if in our opinion, such Material or your post does not comply with the content standards set out in our Community Standards Policy. Without prejudice to any other rights and remedies that we may have, we have the right to terminate your account with us, without notice and with immediate effect, for any reason as we see fit.
  - h) You are solely responsible for securing and backing up your content.
- 9) **We are not responsible for viruses and you must not introduce them**
- a) We do not guarantee that our site will be secure or free from bugs or viruses.

- b) You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- c) You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

**10) Rules about linking to our site**

- a) You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- b) You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- c) Our site must not be framed on any other site, nor may you create a link to any part of our site other than our home page.
- d) We reserve the right to withdraw linking permission without notice.
- e) The website in which you are linking must comply in all respects with the content standards set out in our Community Standards Policy.

**11) Deactivating your account**

- a) You may deactivate your account at any time.
- b) Once you have deactivated your account, your profile will no longer be visible but all content you have shared on the site will remain there.
- c) Copies of all information you submit to the site may be kept on our back-up systems for a reasonable amount of time following your account deactivation.

**12) Third party rights**

- a) No other person other than The Access to Justice Foundation shall have any rights to enforce any of these terms of use, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**13) Survivorship**

- a) Termination of your account or these Terms of Use, however arising, shall not affect our rights and remedies that have accrued as at termination.
- b) Clauses which expressly or by implication survive termination shall continue in full force and effect.

**14) Assignment**

We may assign or otherwise transfer our rights and/or obligations (or any part of them) under these Terms of Use to any third party from time to time.

**15) Jurisdiction and applicable law**

- a) The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these terms of use in your country of residence or any other relevant country.
- b) These Terms of Use 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 construed in accordance with the law of England and Wales.