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TERMS OF USE AND SECURITY REQUIREMENTS**Purpose:**

The purpose of this agreement is to ensure fair and lawful access to the service “Apply4.Online®” also known as “GrantApproval.co.uk”; the “Website” or “Websites”.

The Website’s Function:

This website is used by clients of Ascendant Solutions Limited to collect and verify information which is submitted by individuals about businesses who are typically customers of our client or entities who have a relationship with our client, e.g. begin resident within the client’s authority.

Security and Logging:

In addition to our Privacy Notice the website may log and store additional information about access to the website in order to produce counter-fraud intelligence in so far as permitted by the Data Protection Act 2018 as amended or updated by subsequent replacement legislation. Such activities have Exemptions under [Schedule 2 of the Data Protection Act](#) and may be applicable to other such Data Protection exemptions elsewhere in Legislation. Though it is not lawfully required, in the interests of transparency you should be aware that data collected by the website may be shared with UK Government counter-fraud agencies, law enforcement agencies and Credit Reference Agencies.

1. ABOUT OUR TERMS

1.1 These Terms explain how you may use the Website.

1.2 You should read these Terms carefully before using the Website.

1.3 By accessing the Website, using the Website or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in these terms.

1.4 If you do not agree with or accept any of these Terms, do not use the Website.

1.5 Definitions

- Authorised User, you, your: means the person(s) authorised to access or use Website or its Content.
- Affiliate: means any party involved in the provision of Services to us under these Terms;
- Client: means any party or person we are authorised and instructed to conduct business or services on behalf of.
- Content: means any text, images, video, audio or other multimedia content, software, data, Reports or other information or material made available on the Website;
- Customer: means any person or business which uses the Website to provide information to our client;
- Data Protection Regulations: means the Data Protection Act 2018 (“DPA 2018”) the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU Data Protection Directive 95/46/EC and all other applicable laws, regulations and codes of practice relating to the processing of personal data or sensitive personal data (as defined under the DPA 2018) or relating to privacy under any jurisdiction applicable to these Terms as the same may be amended, modified or replaced from time to time;
- Government: means the UK Government.
- Identification Details: means the User ID and password required for the Authorised User to access and use the Website.
- Privacy policy: means the Ascendant Solutions’ Privacy Notice found at www.ascendantsol.co.uk/privacy
- Reports: means statistical data formed from the information collected on the Website.
- Services: means all the services necessary to enable you to obtain access to the information via the Website.
- User ID: means the personal and unique identification code we issue to you to enable you to access the Website;
- Unwanted Submission: has the meaning given to it in clause 6.1;

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- We, us or our: means Ascendant Solutions Limited, company registration number 10038449, with VAT registration number 225210534 and whose registered office is at 15 Pontefract Road, Cudworth, Barnsley, S72 8AY

Your use of the Website means that you must also comply with our Policies and procedures where applicable.

2. USING The Website

2.1 You may only access the Website if you have set up an account and have Identification Details. We are under no obligation to accept your application to access the Website. We may assign each Customer a different level of access to the Website which will govern that Customer's ability to access the materials on the Website. You agree only to use the Website and the Content of the Website in accordance with your authorised level of access.

2.2 You must not grant a third party access to the Website by sharing account details.

2.3 If a third party requires access to the Website, you must let us know in advance in writing and we may (at our discretion) provide Identification Details. All third parties will be required to agree separately to these Terms before they access the Website.

2.4 If you grant a third party access to the Website in breach of these terms, you will be fully responsible for the use of the Website by that third party and we will have no liability either to the third party or to you in respect of that third party's use or access to the Website. You shall indemnify us in respect of any and all damages, compensation, claims, liabilities, penalties, fines, expenses (including legal expenses), actions, proceedings, demands and loss of whatever nature we or our Affiliates incur as a direct or indirect result of any breach or alleged breach of this clause.

2.5 For the avoidance of doubt, you are not responsible for the use by a third party of that third party's own username, password and account where the third party has been given separate access in accordance with these terms.

2.6 The Website is intended for use only by those who can access it from within the UK. If you choose to access the Website from locations outside the UK, you are responsible for compliance with local laws where they are applicable. We do not guarantee that access will be made available outside of the UK.

2.7 We seek to make the Website as accessible as possible. If you have any difficulties using the Website, please contact our Client (typically your local council).

2.8 To enable you to access and use the Website you must correctly identify yourself using the Identification Details and comply with the provisions of these terms.

2.9 We may also prevent or suspend your access to the Website if you do not comply with these Terms or any applicable legislation.

2.10 You are responsible for all use made of the Website under the Identification Details. As such you should take adequate precautions, ensuring that:

(a) only you are able to access the Website and you comply with all security procedures notified to you from time to time;

(b) all the Identification Details are kept secret and not disclosed to anyone other than you;

(c) you do not save the Identification Details on to your PC or write them down;

(d) you do not leave your PC or any device used by you and authorised by us to access GrantApproval.co.uk unsecured whilst you are connected to the Website;

(e) you do not use the Website from any computer connected to a local area network without first making sure that no-one else will be able to observe or copy any of the Identification Details or gain access to the Website purporting to be you and that you do not access the Website from an unsecured network; and

(f) you do not disclose any or all the Identification Details to any other person.

3. PASSWORD MINIMUM SECURITY STANDARDS

3.1 Following our acceptance of your application to set up an account we shall issue you with a User ID and password.

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3.2 Your User ID may not be assigned by you to another person at any time.

3.3 Upon receipt of the User ID you must log in using a link which will be emailed to you by us. You will need to reset your password and set up a secret password associated with the User ID. This password must only be known to you.

3.4 Passwords will consist of a minimum of 8 characters with at least 1 uppercase, 1 lowercase, 1 numerical and 1 special character. Passwords will NEVER be provided by Ascendant Solutions. We will NEVER ask for your password.

3.5 You are responsible for maintaining the confidentiality of your Identification Details. If you think that somebody else knows your username and password you must change it immediately using the "forgot password" process. Links to the forgot password process are available on the login pages of the Website.

3.6 You agree that you are solely responsible for:

(a) Keeping your Identification Details and other account details confidential.

(b) Confidentiality of data both provision and storage

3.7 We shall deactivate your account in the event of us becoming aware of any misuse of the Website, or any security breach which could compromise the security or integrity of the Website or otherwise adversely affect us.

4. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

4.1 This Website and all intellectual property rights are owned by us except where expressly stated otherwise. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.

4.2 Nothing in these Terms grants you any legal rights in Website other than as necessary to enable you to access the Website. You agree not to adjust, circumvent or delete any notices contained on the Website (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Website.

4.3 You may only use and print off the Reports together with any other information, images and other material and content placed on this Website solely for the purpose for which it has been provided.

4.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences separately from any accompanying text. Our status (and that of any identified contributors) as the authors of the content on the Website must always be acknowledged. If you print off, copy or download any part of this 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.

5. SUBMITTING INFORMATION TO THE WEBSITE

5.1 You should not submit to us any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable information ("Unwanted Submissions"). Whilst we value your feedback, you agree not to submit any Unwanted Submissions.

6. ACCURACY OF INFORMATION AND AVAILABILITY OF THE WEBSITE

6.1 Whilst we try to ensure that the Website is accurate, up-to-date and free from bugs, we cannot guarantee that it will be. Any reliance that you may place on the information on this the Website is at your own risk.

6.2 We may suspend or terminate any online facility available through the Website at any time as we see fit.

6.3 Whilst we try to ensure that the Website is available for your use, we cannot guarantee that the Website is available at all times nor can we guarantee the uninterrupted use by you of the Website.

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6.4 We shall not have any liability to you for any non-availability or interruption in the operation of the Website or for any failure or delay of a communication which is beyond our direct and reasonable control.

7. DATA RETENTION AND USE OF ANY DATA COLLECTED ABOUT YOU

7.1 Use of the Website may involve the collection of personally identifiable information ("Personal Information") about you to the extent necessary, in order:

- (a) to deal with any enquiry relating to use of the Website;
- (b) to administer and/or manage our relationship with you;
- (c) to conduct quality assurance and compliance monitoring;
- (d) to audit and analyse how parts of the Website are used; and
- (e) to conduct such investigations as may be required to protect the reputation of the Website, us or our client.

7.2 We will process Personal Information submitted through GrantApproval.co.uk in accordance with Data Protection Regulations, our Privacy Notice and our Client's requirements.

7.3 By using GrantApproval.co.uk you agree that we and our Clients may;

- (a) keep your Personal Information to enable us to provide the Services and for administrative and security purposes; and
- (b) disclose information concerning you to any person with legal, administrative or regulatory power over us or our Affiliates.

7.4 We will use reasonable efforts to safeguard your Personal Information. However, you should be aware that the use of the Internet is not entirely secure and for this reason we cannot guarantee the security of integrity of any Personal Information which is transferred from you or to you via the Website.

7.5 We will take reasonable and practical measures to protect data within the Website.

7.6 We will not disclose your Personal Information to any third party without a lawful basis.

8. HYPERLINKS AND THIRD PARTY SITES

The Website may contain hyperlinks or references to third party websites other than the Website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services.

9. LIMITATION ON OUR LIABILITY

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), the liability upon us in connection with these Terms whether for negligence, breach of contract, misrepresentation or otherwise will not extend to any special, indirect, or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity whether direct or indirect, even if you have advised us of the possibility of those losses, or if they were within contemplation.

10. INDEMNITY

The Customer agrees to fully and effectively indemnify us and to keep us fully and effectively indemnified against any and all damages, compensation, claims, liabilities, penalties, fines, expenses (including legal expenses), actions, proceedings, demands and losses of whatever nature it incurs in dealing with such matters whether by Affiliates or any third party as a direct or indirect result of any acts, omissions, failures or breach or alleged breach of these Terms by the Customer or Authorised Users.

11. EVENTS BEYOND OUR CONTROL

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

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12. RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

13. SEVERANCE

If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

14. WAIVER

No waiver by us of any breach of your obligations shall constitute a waiver of any prior or subsequent breach and we shall not be affected by any delay, failure or omission to enforce any obligation of us.

15. VARIATION

These Terms are dated Monday 28th January 2025. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Website and by continuing to use and access the Website following such changes you agree to be bound by any variation made by us. It is your responsibility to check these Terms before using the Website to verify such variations.

16. DISPUTES

16.1 We will try to resolve any disputes with you quickly and efficiently.

16.2 If you are unhappy with us, please contact us as soon as possible.

16.3 If both parties cannot resolve a dispute using our complaint handling procedure, we will:

- (a) Advise you that we cannot settle the dispute with you; and
- (b) Provide escalation procedure via our legal representatives.

16.4 These Terms shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction over any suit, action, proceedings, or dispute arising out of or in connection with these Terms.

17. Third Party Licencing

17.1 Land Registry Data: Crown copyright and database right. This data is licensed under the Open Government Licence v3.0.

17.2 Address Data in Land Registry Products is not licensed for commercial use through us.

17.3 Companies House Data: This data is licensed under the Open Government Licence v3.0.