



# Terms and Conditions

Thank you for using National Association of Alienated Parents.

Alienatedparents.org.uk is a website operated by National Association of Alienated Parents UK Limited ("**National Association of Alienated Parents**", "**we**" or "**us**"). National Association of Alienated Parents is registered in England and Wales under company number 11092650 as a not for profit limited by guarantee and its registered office is at Limehurst House, Bridge Street, Loughborough, Leicestershire. LE11 1NH.

## Agreement between you and National Association of Alienated Parents

These general Terms and Conditions ("**Terms**") are an agreement ("**Agreement**") between you and National Association of Alienated Parents and cover your use of the information, software, products and services made available through RocketLawyer.co.uk (the "**Website**"). By using the Website, you agree to be bound by these Terms, as well as of Privacy Policy.

This Agreement governs any use of the Website as a fee-paying member.

You are responsible for making all arrangements necessary for you to have access to the Website.

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 and notices.

Please note that the statements set forth under the headings "More simply put" are provided as a courtesy solely for your convenience and are not legally binding or otherwise intended to modify these Terms in any way.

### More simply put:

By using National Association of Alienated Parents, you agree to our Terms and Conditions.

## National Association of Alienated Parents is not a law firm

National Association of Alienated Parents provides a platform for legal information and self-help. The information provided by National Association of Alienated Parents along with the content on our Website related to legal matters ("**Legal Information**") is provided for your private use and does not constitute legal advice from qualified lawyers. We cannot guarantee that Legal Information is correct, current or up-to-date, nor suitable for every situation.



The documents available on the Website are templates reasonably fit for use by you as a starting point for the preparation of legal documents. They are only intended to be used as templates, to be adapted by you to meet your individual requirements. Therefore, if you need qualified legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, please consult a suitably qualified lawyer. Neither National Association of Alienated Parents, nor any Legal Information provided by National Association of Alienated Parents is a substitute for legal advice from a suitably qualified lawyer. As National Association of Alienated Parents is not a law firm, please note that any communications between you and National Association of Alienated Parents may not be protected as confidential information under legal professional privilege.

Your use of the Website does not create a lawyer-client relationship between you and National Association of Alienated Parents, or between you and any National Association of Alienated Parents employee or representative. Unless you are otherwise represented by a lawyer, you represent yourself in any legal matter you undertake through our Website.

The directory of lawyers published on the Website is provided free of charge and is for information purposes only. National Association of Alienated Parents does not endorse or recommend any lawyer, nor does it make any warranty as to the qualifications or competency of any lawyer.

### **More simply put:**

National Association of Alienated Parents is not a law firm and does not provide legal advice from qualified lawyers. The National Association of Alienated Parents is not responsible for the legal advice they give.

### **Cancellation of your membership**

If for any reason you decide that you do not want to continue with your membership, you can email [contact@alienatedparents.org.uk](mailto:contact@alienatedparents.org.uk) as long as you have not accessed the members only area of the website.

### **Refund policy**

You have 14 (fourteen) calendar days (the **Statutory Period**) from the date you signed up to the Trial Offer to cancel your membership and be eligible for a refund.

If you do not request a refund before the end of the Statutory Period, you will be charged till the end of the month, during which time, you will continue to have access to the Website and services.

### **More simply put:**

If you require a refund, you must cancel your membership and request a refund within 14 days. If you do not cancel your membership and request a refund within 14 days, you will not be entitled to a refund.

No refund shall be paid under any of the following circumstances:



1. The Statutory Period has lapsed and we correctly collect a fee for any active membership or other subscription service; or
2. The signing in and use of the members only area of the website is seen as your express consent to using and benefiting from the service during the Statutory Period and acknowledgement of your right to cancel being lost.

For the purposes of point 2 above, you consent to signing in and using the members only section of the website and acknowledge that your right to cancel has been lost.

#### **More simply put:**

You will not be entitled to a refund if you sign in and use the members only area because by signing into the members area, you agree that your right to cancel is lost.

## **Fees and renewals**

From time to time, we may offer different subscription terms. The membership fees for such subscriptions may vary. Except as set out below, the membership fees are non-refundable. We will give you notice via email of annual renewals no less than three (3) calendar days before your annual renewal date.

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.

#### **More simply put:**

Annual memberships will automatically renew unless you cancel your membership before the renewal date.

## **National Association of Alienated Parents monthly plan**

A National Association of Alienated Parents monthly plan gives you access to unlimited documents, e-signatures, document sharing and other premium features on a monthly rolling basis.

If you are enrolled in the National Association of Alienated Parents yearly plan, you may choose to cancel your plan at any time before the date of the next yearly renewal. If you do so, during which time you will continue to have access to the Website and services. Except as set out below, there are no refunds or credits for partial annual membership plans.



### **More simply put:**

An annual membership gives you access to documents, other membership features on a yearly basis and can be cancelled at any time.

## **National Association of Alienated Parents annual plan**

A National Association of Alienated Parents annual plan gives you access to unlimited documents, electronic signatures, document sharing and other premium features for a year.

If you are enrolled in the National Association of Alienated Parents annual plan, you may choose to cancel your plan at any time before the end of the date of the next annual renewal, with ninety (90) calendar days' notice. The 90-day notice requirement does not apply to cancellations after the end of date of the next annual renewal, unless you choose to renew your annual plan.

If you are charged a one-time annual fee, you will receive a partial year refund for the remaining term after the 90-day notice period. The 90-day notice period is not a penalty, but rather, an alternative option available to you to comply with your obligations under these Terms.

### **More simply put:**

An annual membership gives you access to documents, other membership features on a yearly rolling basis and can be cancelled at any time.

## **Failure to provide subscription payments**

If you are enrolled on a National Association of Alienated Parents annual plan 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.

### **More simply put:**

If you stop paying for your account, we reserve the right to cancel it immediately. If you are unable to change your designated payment method, we reserve the right to downgrade you or suspend your membership until we can charge you again.  
service.

## **Consent to receive emails**



By creating an account, you agree that you may receive communications from National Association of Alienated Parents, such as special offers, account reminders and updates. You also understand that you can remove yourself from these communications by clicking the "Unsubscribe" link in the footer of the email.

### More simply put:

National Association of Alienated Parents may send you emails, but you can unsubscribe at any time.

## 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 right in any jurisdiction.

National Association of Alienated Parents shall retain and be assigned all rights, title, interest and Intellectual Property Rights in relation to the legal forms, legal documents, letters, legal guides, articles 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.

All Content is Copyright © National Association of Alienated Parents and/or its suppliers, affiliates and partners. All rights reserved.

### More simply put:

National Association of Alienated Parents's intellectual property belongs to us. You agree not to copy or sell any of our intellectual property.

## 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 not 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.

### **More simply put:**

You agree not to use our website for any unlawful or prohibited purpose.

## **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;
- 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. National Association of Alienated Parents 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.

### **More simply put:**

We offer a lot of ways to communicate through our website, like message boards, chat areas, forums and more. You agree to use those services as intended and not to post anything illegal or abusive.

## **Ownership and preservation of your materials**

National Association of Alienated Parents does not own any of the materials you provide to us (including feedback or suggestions) or post, upload, input or submit to any National





Association of Alienated Parents website or its associated services (collectively, your "**Submissions**").

By posting, uploading, inputting, providing or submitting your Submission, you grant National Association of Alienated Parents, 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.

#### **More simply put:**

The materials you provide, create and store on our website belong to you, but if required to by law, we have the right to share them with law enforcement.

## **Data protection**

We may from time to time make available to you facilities enabling you to e-sign and share documents, and other information, with third parties using the Website. Any documents you share may include commercially sensitive or confidential information relating to you, your business or affairs or the business or affairs of a third party, or information protected by the Data Protection Act 1998. If you use the e-sign or share facility, it is your responsibility to ensure that you comply with all applicable legislation, regulations and any legal duties or obligations you may have. We will not be responsible for any breach of any such legislation, regulations, duties or obligations arising out of your use of the share facility.

#### **More simply put:**

It is your responsibility to ensure that you comply with data protection requirements when using our website.

## **Links to third party websites**

National Association of Alienated Parents's 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. National Association of Alienated Parents does not sponsor and is not legally associated with any third party Linked Sites. National Association of Alienated Parents is not legally authorised to use any trade name, registered trademark, logo or copyrighted material that may appear in the link.

National Association of Alienated Parents 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. National Association of Alienated Parents 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) National Association of Alienated Parents 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) National Association of Alienated Parents does not warrant or support any service provided by the third party.

### **More simply put:**

The links we provide to other websites are for your information only. We don't endorse and are not responsible for the content on those websites.

## **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. National Association of Alienated Parents 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 National Association of Alienated Parents will use its reasonable efforts to keep the Website available and the information on the Website reasonably accurate, National Association of Alienated Parents 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. National Association of Alienated Parents 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.

### **Fee paying members**

National Association of Alienated Parents's liability to you for any loss or damage is limited to damages of an amount equal to the subscription fee received by National



Association of Alienated Parents for the twelve month subscription period prior to the date on which the liability arose.

Under this paragraph:

- "National Association of Alienated Parents's 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 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 [contact@alienatedparents.org.uk](mailto:contact@alienatedparents.org.uk)

### **More simply put:**

While we do our best to make sure everything is accurate and up to date, your use of our website is at your own risk.

## **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.

### More simply put:

We can update or suspend our website 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.

### More simply put:

These terms are the one and only official agreement between you and National Association of Alienated Parents.

## 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.

### More simply put:

You cannot transfer the rights granted by these Terms to anybody else.

## 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.



### **More simply put:**

If for some reason we can't or don't enforce these Terms, it does not affect our right to do so later. If we don't enforce part of these Terms, the rest of the Terms will still be valid.

## **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 law of England and Wales.

These terms are governed by the law of England and Wales.