

Abling website terms

About us and this site

We are Abling International C.I.C, a community interest company registered in England under company number 12142706 and your access to and use of our site (abling.co.uk or any sites that lead/point to it) is subject to these terms. Our registered office is 36 Walpole Street London SW3 4QS.

You may contact us by writing to us at our registered office or by email to hello@ablinguk.com.

This site aims to provide a platform for people ("**Abler**") to provide access to a skill, advice, activity, skill, service, holiday or entertainment or any other experience ("**Experience**") which benefits the community and in particular to individuals with a registered illness or under the care or support of a charitable organisation and their carers ("**Enabled**").

Use of this site

Your use of any part of this site constitutes your acceptance of these site terms, which takes effect on the date on which you first use this site. We reserve the right to change these site terms at any time by posting changes online. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of this site after changes are posted constitutes your acceptance of the amended site terms.

While we endeavour to make this site available 24 hours a day, we will not be liable if for any reason this site is unavailable at any time or for any period. We may suspend access to this site temporarily or permanently and without notice.

Any information found on this site is intended for general guidance and information only and does not claim to be or constitute legal or other professional advice and must not be relied upon as such. If you would like advice specific to your circumstances, please contact us. We may change this site and anything described in it without notice to you.

We do not warrant that this site will be compatible with all hardware and software which you may use. Although we may put in place security measures for your protection, we will not be liable for damage to, or viruses that may affect, any computer equipment, software, data or other property as a result of your access to, use of or browsing of this site or your downloading of any material.

You will fully and promptly indemnify us against all damages, proceedings, claims, demands, liabilities, losses, charges, costs and expenses which we may suffer or incur as a result (direct or indirect) of any material, information or data submitted by you to us or to this site.

Prohibited Use of this Site

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful, fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purposes of harming or attempting to harm minors in any way;
- to bully, insult, intimidate or humiliate any person;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to 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.

The site provides interactive services by allowing Enabled users (or their guardian) to leave reviews about the Ablers. We do not constantly monitor or moderate this service. Should we receive a complaint about the content submitted to the interactive services by a third party we will review and consider whether it is in breach of our content standards before taking further action.

We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether this service is monitored or not.

The use of any of our interactive services by a minor is strictly prohibited and as such Enabled user accounts are age restricted.

Content Standards

These content standards apply to any and all materials which you contribute to our site (“**Contribution**”). Following receipt of a complaint we will determine, in our absolute discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country which it is posted.

A Contribution must not:

- Be defamatory of any person
- Be obscene, offensive, intimidate, hateful or inflammatory
- Bully, insult, intimidate or humiliate
- Promote sexually explicit material
- Include child sexual abuse material
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- Promote any illegal activity
- Be in contempt of court
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- Be likely to harass, upset, embarrass, alarm or annoy any other person
- Impersonate any person, or misrepresent your identity or affiliation with any person
- Give the impression that the Contribution emanates from Abling International C.I.C, if this is not the case
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism
- Contain any advertising or promote any services or web links to other sites

When we consider that a breach of this policy has occurred, we may take such action as we deem appropriate such as but not limited to:

- Immediate, temporary or permanent withdrawal of your right to use our site by disabling your account meaning that no further Experience can be enjoyed or provided by you and/or your child.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue a warning to you.
- Further legal action including reimbursement of all costs on an indemnity basis resulting from the breach of these terms and conditions.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

Intellectual Property Rights

Unless otherwise stated, we own the copyright and any other rights in all artwork, pictures, images, graphics, text and materials (together “**Materials**”) on this site and the design, layout, look and appearance of this site. Commercial use or publication of all or any item displayed is strictly prohibited without our prior authorisation. Nothing contained in these terms will be construed as conferring any licence by us to use any item displayed.

You may copy Materials for personal use only on the condition that copyright and source indications are also copied, no modifications are made and the Materials are copied entirely.

Some Materials have been published on this site with the permission of the relevant copyright owners (who are not Abling). All rights are reserved on these documents and you must request permission to copy them from the copyright owners.

Third Party Links

We accept no responsibility for the content of any site to which a link from this site exists. The links are provided as is with no warranty, express or implied, for the information provided within them.

Other websites that we link to are operated by third parties and we have no control over them. The fact that we include links to other websites does not mean that we approve of or endorse any other third party website or its content. We accept no liability for any statements, information, products or services that are published on or are accessible through any websites owned by third parties.

Relationship between Abler and Enabled

Abling is a platform that aims to benefit individuals who are registered as terminally ill, have a long term illness or are under the care of a registered charity. In order to prevent the platform being abused Enabled applicants will be asked to demonstrate that they meet Abling's minimum criteria at the time of registration. Similarly Abling has minimum criteria for Ablers and the Enabled to meet (details of which will be requested by Abling at the time of registration).

While we make it possible for Ablers and Enabled to connect and to participate in Experiences and will help resolve any issues that arise, all Experiences are run separately by Ablers.

Only Ablers that self-certify that they meet our minimum criteria are able to create an account to our site. However the participation in an Experience is subject to a separate and direct relationship between the Abler and the Enabled. In particular, we do not undertake any technical examination of the equipment, facilities, services or qualifications of the Abler. Enabled's (or their guardian) should undertake their own checks and request copies of relevant documentation such as insurance cover, qualifications or licences.

Availability

All Experiences are offered subject to availability, vehicles, equipment, facilities, staff of the Ablers and weather. Bookings should be made directly with the Abler and subject to their individual terms and conditions.

Both Abler and Enabled have the right to refuse to take part in the activities should they not feel comfortable. However if either party should wish to cancel they should give the other party at least 48 hours' notice unless otherwise agreed between the parties.

Restrictions

Certain Experiences provided by Ablers are subject to restrictions such as, but not limited to, minimum age, health or other requirements. The Abler providing the Experience will usually provide these on their website and advise at the time of booking, although are subject to change at any time. It is the Enabled's responsibility to check they meet the restrictions. Once the Enabled has confirmed a booking they are not eligible for any compensation if they are forced to cancel because the minimum requirements are not met.

Safety

Please leave plenty of time to get to the venue. Experiences may require a safety briefing, if this is required it is essential that the Enabled attends the briefing otherwise they will not be able to participate.

Where the Experience requires the wearing of safety equipment such as a crash helmet or life jacket this is mandatory and there are no exceptions. The Ablers will advise the Enabled of all safety precautions relevant to the Experience in the confirmation details. The Enabled, or its staff, reserve the right to end an Experience if they believe the Enabled may endanger themselves or other members of the public.

Insurance

By their nature some Experiences may be dangerous. Prior to ordering or participating in any course or Experience the Enabled should be aware of the risks involved. It is the responsibility of the Ablers to advise of the risks and the Enabled to be aware of the risks and make independent enquiries with the Abler and other third parties as to the need to acquire their own additional insurance cover.

Enabled (or their guardian) should make their own enquiries with the Abler as to any level of insurance (if any) that is in place before their Experience. We make no warranty or representation about the Experience or level of insurance whatsoever.

Complaints

If an Enabled encounters a problem during an Experience or with booking with an Abler they should bring it to the attention of the Abler immediately to allow them a chance to resolve the issue. If the Enabled feels the action taken by the Abler was unsatisfactory please email us at hello@ablinguk.com as soon as possible after the Experience or incident arose providing all the facts. We will respond within 28 days of receiving an email complaint. Abling undertakes to investigate all complaints that have been highlighted with its Ablers on the day of the Experience. Failure to highlight issues on the day of the Experience may jeopardise investigations.

Limitation of Liability

The Abler shall be responsible for the:

- safety standards, the quality and delivery of the Experience; and
- any loss or damage suffered by the Enabled while participating in the Experience, save for any act or omission of the Enabled.

While we endeavour to ensure that information on this site is correct, no warranty, express or implied, is given as to its accuracy. We will not be liable for any damages or losses (including, without limitation, damages for loss of business or loss of profits) arising in contract, tort or otherwise from the use of or inability to use this site, or any material contained in it, or from any action or decision taken as a result of using this site or any such material. Furthermore, we are not liable in respect of any Experience since this is a separate relationship between the Abler and the Enabled.

We do not exclude liability for death or personal injury resulting from our negligence.

Privacy Policy

We process information about you in accordance with our privacy policy.