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"Groundleader", "ToolFleet", "Vibecal" and "Lawncalc" are trading names of Groundleader Ltd.
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Terms and conditions for use of our websites, software and other services.

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1. Introduction, definitions, acceptance of terms.

Who is Groundleader Ltd?

We (Groundleader Ltd) are a private company, limited by liability, based in Scotland, in the UK.

We create and/or vend software. Most of our products are available online, distributed through a "software as a service" agreement, whereby our clients pay a subscription fee to use a product for a certain period of time.

Products include 'ToolFleet' (asset maintenance-management system), 'VibeCalc' (for logging and managing HAVS), 'LawnCalc' (for pricing grass-cutting services), 'GroundLeader' (scheduling-billing and the like for grounds-maintenance).

Groundleader Ltd ("we" / "our" / "us" / "Groundleader") sell the use of various online software-as-a-service products ("services" / "products" / "offerings"), which are all (or have all been) developed and updated by "Grounds Maintenance Solutions Ltd" ("GMS Ltd" / "GMS"). GMS Ltd have licensed these products exclusively to us, for the purposes of marketing and sales support to the software end-users. Therefore, due to the direct relationship between Groundleader Ltd and GMS Ltd, you should consider your relationship with Groundleader Ltd to also be de facto a relationship with Grounds Maintenance Solutions Ltd. Where hereby we refer to "we", "our", "us" or "Groundleader", you should consider this to equally apply or refer to "Grounds Maintenance Solutions Ltd" as well as "Groundleader Ltd".

What's the purpose of these "terms"?

In essence, this document (“agreement”, “terms of service”, “terms and conditions”, or “terms”) describes what you (the client, or person visiting our website, or other user of our services) can expect of us, and in turn what we expect of you.

Important - if you choose to subscribe to or otherwise use our services, you must agree to abide by all of the terms laid out in this document.

When you use our services, these terms form part of a contract between you (the customer) and us (the supplier of service). Your use of our services indicates your acceptance of these terms. If you do not agree to all of our terms, you must not use our software or services.

If you use our services (“the services”, “Service”, or “our software”, or “Application(s)”) on behalf of a company or organisation, you are agreeing to these terms on behalf of that company or organisation.

We are likely to update these terms and conditions from time to time. We will normally attempt to contact you (usually via email, or through notices on one or more of our websites, or occasionally by other means) to notify you when the terms have been updated significantly. We’re unlikely to send update notifications if the updates have been insignificant or minor, for example, to correct spelling or grammar, or where minor re-wording or restructuring does not significantly affect the essential meaning of the document. Your continued use of our services will indicate your acceptance of the updated terms. If you do not receive any notifications for any reason, or if you fail to read the updated terms after receiving or being made aware of an update notification, you are in any case expected (if you continue to use our services) to abide by the updated terms.

2. What we do with your data (backups, security, privacy etc).

We’ll protect your data, and respect your rights and your privacy.

In the course of conducting business with us, and when you and your colleagues use our software, you will be uploading and downloading data (or “content”) to/from us or our servers in various forms, and by various means. Your data might include the likes of your contact details, lists of your assets, tasks, clients, staff, your logos, trademarks and so forth. The means of transfer might include by email, through use of our software, or by other means.

We will strive to take every reasonable precaution to ensure that the confidentiality and security of the data we handle on your behalf is preserved. For full details on how we manage this, please refer to our Privacy Policy. In agreeing to these terms, you also agree to the terms of our Privacy Policy.

If you use our Services or Applications, we reserve the right to make you aware of other products or promotions that our firm has available, if we feel they might be useful to you. This would usually be communicated via email, or through the use of our services or support channels, but could be by post, telephone or by any other means. For example, our customers are routinely added to our “newsletter” email list. Communications such as these are highly unlikely to exceed 20 per year, and will probably be considerably less frequent. If you object to receiving this kind of communication from us, please notify us at your earliest convenience. In particular, it is very important that you do NOT mark any of our email communications as “spam” - this is likely to mean you will not receive other essential service-related emails.

Your consent - testimonials, references etc.

For “free” clients who do not pay a subscription fee for a given service: You hereby grant your consent for us to publish any of your feedback, testimonials, comments, quotes, your name and the like, as attributed to you, for marketing or testimonial / reference purposes.

For fee-paying clients: If you give your prior consent, we, or third parties, may publish any of your comments, quotes, your name and the like as attributed to you, for marketing or testimonial purposes. ***We will not publish anything like this as attributed to you without***

first seeking and obtaining your consent, unless you have already published it in the public domain. Please refer to the clause below, regards “references”, also section 7, “communications”.

Should you become one of our larger key clients, we may in some circumstances seek your permission to list you as a “reference”, where required to do so, e.g. if we are applying for grants, contract work, or the like.

3. Protection of Intellectual Property.

Ownership of intellectual property (“IP”).

We (and our affiliates) will retain ownership of our intellectual property.

You (and your affiliates) will retain ownership of your intellectual property.

We may print and reproduce your trademarks, documents and other content only in the context of providing you with service (see section 2 above for more details), or if you otherwise grant us permission to use or publish your intellectual property (e.g. logos, trademarks) for other purposes (such as testimonials).

You may print and reproduce our trademarks, documents and other copyrighted works and intellectual property only in the context for which you have permission, i.e. in the normal course of your paid-for use of our products and services. You may not otherwise publish, distribute nor use them in any other context, in full or in part, nor as any form of modified derivative works, without our express permission.

Having said that, so long as your intentions are honourable, we’ll almost certainly be delighted to see mention of our product(s) etc on your website, or published by other means! It’s just that we would really appreciate it if you’d ask us first. We reserve the right to pursue our legal rights fully in respect of safeguarding our intellectual property, brand, or reputation, should that ever become necessary. Should your actions threaten any of the above, we reserve the right to suspend your account until the matter is resolved.

We (and our affiliates) own the source code of all our product(s). Our customers (and other parties) are not allowed to attempt to access, nor obtain / copy our source code. You may not attempt to reverse-engineer nor re-distribute our product(s), either in full or in part.

We reserve our full rights to trademarks, website “copy”, and other intellectual property.

4. Limits of our liability (inc. advice, security, loss of data, etc).

Losses, consequences, damages etc.

We (Groundleader Ltd) do not offer any warranty that any of the services we provide will be suitable for any specific purpose you have in mind, other than “as described” in our marketing material (so far as may be considered reasonable).

We will take every reasonable precaution to attempt to ensure our clients’ data is kept secure, that we back-up our clients’ data regularly, and that our systems and services work as reliably as should reasonably be expected, for the duration of your subscription(s) to our services.

However, please be aware that even where suitable precautions such as data encryption and password-protection are in place, and that our software should normally give expected and effective results, the reality of any information system, digital or otherwise, is that it is impossible to totally and absolutely guarantee the security or effectiveness / accurate output of any such system, whether it is hosted online, or on your own network. You should therefore be aware of and accept that:

- Although highly unlikely, it would be theoretically possible that an outside agency or third-party could intercept and view your communications, or the data in our systems.
- Our system could potentially (albeit very rarely) produce erroneous results (e.g. as a result of data corruption or “bugs”).

Therefore, you use our services at your own risk. We will not be obliged to offer compensation of any kind, if our system is briefly unavailable to you, nor if it occasionally performs in a slightly unexpected manner. But be assured that we will deal with any such event swiftly and responsibly, and that we will strive to provide a highly reliable and secure service. There is more discussion on topics related to this, in section 2 above, and section 5 below.

For the reason that “bugs”, “hacking”, data-corruption and the like could have knock-on consequences, some of which may be safety-critical or cost-critical to your organisation, it would be advisable for you to take the following precautions:

1. Be careful who you add as a user! Remember not to grant “full admin privileges” to anyone other than your most trusted and capable colleagues. Be aware that the use and/or misuse of the service(s) by you or your colleagues, has the potential to be destructive to your data, or to your reputation. Obviously, we have no control over the actions of your service-users, so cannot correct nor be held responsible for any accidental or nefarious deletion, modification, corruption or distribution of data conducted by you or your colleagues.
2. Be careful never to share your login details with others. Make sure your login details are unique to our service, and that your password is “strong”. For further detail on this requirement, see section 6, under the “user accounts and training” heading.
3. Take regular “local” backups of your data, especially your most “mission-critical” data.
4. If you become aware of system errors, or any other kind of problem, please let us know immediately, so that we can investigate. Bear in mind when viewing your data that although glitches and data corruption are thankfully rare, they could potentially occur unexpectedly in almost any part of the system.

Groundleader Ltd will not be liable to pay nor compensate for any damages nor claim by you, nor any third party, in the event of loss of revenue, reduced profits, damage to assets, loss of data, corruption of data, system errors, lack of availability of the service(s), losses incurred due to advice or information given by us or third-parties, injury, ill-health, death, nor for the actions or omissions of our affiliates, in connection with your use or misuse of our software, website(s), and/or other service(s).

Groundleader Ltd may, at our discretion, offer to issue credits or discounts against subscription fees to some clients in some circumstances, as a goodwill gesture. This will only be offered as we see fit - we are not under any obligation to issue credits.

5. Uptime, performance promise, support.

It'll be jolly reliable!

We will do everything that we reasonably can to make our web-hosted software and other online resources available to you 24 hours a day, 7 days a week. Our hosting partners are chosen carefully on the exceptional quality, robustness, speed and reliability of their service. However, there are likely to be rare occasions when the site(s) may be briefly unavailable, for the likes of maintenance or upgrades, or due to unforeseen technical problems. Or, because your internet connection has been interrupted, or other parts of the network infrastructure are “down” (which would obviously be outwith our control / responsibility).

We will try our best to:

- Notify you in advance of any planned “downtime”.
- Minimise the number of occasions when the site(s) are unavailable.

- Keep the duration of “outages” as brief as possible.
- Schedule our planned maintenance for times when it’ll be of minimum inconvenience to the majority of our paying customers.
- Reduce the risk of technical problems, by careful testing of updates and the like before we publish them more widely for our paying customers to use.

Groundleader Ltd will not be liable to pay nor compensate for any damages nor claim by you or any third party in the event of loss of revenue, reduced profits, damage to assets, injury, ill-health etc. due to lack of availability of the service(s).

We may, at our discretion, offer to issue credits against subscription fees to some clients in some circumstances, as a goodwill gesture. This will only be offered as we see fit - we are not under any obligation to issue credits (and will not for example do so as a result of insignificant or very brief outages).

We reserve the right to take the site down to perform maintenance and upgrades without notice. For example, to respond to an “attack”, or to fix “bugs” or other problems.

You agree that we may at any time, and without notice, change the appearance, content and functionality of the service(s). For example, to improve or change the user interface, respond to legislative changes, or to add or remove features. We reserve the right to suspend, modify or permanently remove features in the software or other content of our websites, or other services.

Technical support

We want to offer you the best technical support we can. We want you to enjoy using our product(s), we want to be able to help you achieve this, and will be there for you when we can. However, we’re only human, so there have to be sensible limitations to the support we make available to you.

Therefore, when you need help or support, please follow the procedure listed below:

- 1) Check to see whether there’s already a “help” article or video available, or forum discussion, which covers the topic you’re enquiring about. There will be links to these on the “resources” page of each of our main (marketing) sites, and links to those pages from within each Application.
- 2) If none of the resources above solve your issue, raise a support ticket. These are preferable to other forms of communication, because we can easily associate your enquiry with your account, it is more secure than email, it is easier for us to share it internally with the right person or department, we can more readily prioritise enquiries, etc.
- 3) If you can’t raise a support ticket for any reason, send us an email.
- 4) If your issue is more urgent, you might want to try telephoning our technical support.

For non-fee-paying customers (customers who are testing products, or those who are on a “free” subscription). Ultimately, these customers are not guaranteed support. We will however usually endeavour to provide basic (reduced-priority) support-ticket / email / forum / telephone / remote-desking technical support in any case, although paying customers will take priority, particularly during busy or “peak” times.

Telephone technical support, if offered, is only usually available during the hours published on our website(s). Note that you may at any time find yourself on hold, in a “queue”, or asked to raise a support ticket, send an email, or leave a message. We will respond to support tickets, emails and other messages as soon as we practicably can. The hours of availability of telephone or support-ticket / email / forum support may change at any time, and we reserve the right to do so without prior notice. If you’re having difficulty reaching us with a telephone call, try simply emailing us your enquiry instead, or send a message via one of the “contact” forms. We’ll attempt to get back to you as soon as opportunity arises.

It is important that you, and your colleagues, keep your contact details up-to-date in our system, and that you clearly identify yourself and your company ID in all communications with us, whether on the telephone, email, via the website, etc. We will not provide support to anyone that we can't readily identify – this is largely in an effort to preserve the security of your data.

It is possible that your email(s) may become mis-directed or otherwise disappear en-route to our servers. For example, they may be inadvertently filtered as “spam”. If you've not heard from us within 48 hours of sending a message, please try again. If again you don't hear back from us within 12 - 36 hours after your second attempt, please try to contact us by an alternative means (e.g. by support ticket, telephone, fax, or letter). If you need to contact us more urgently and have not heard back promptly, please try to reach us by telephone.

In order to be able to help you, we will need you to describe in detail not only the problem itself, but also if possible the circumstances leading-up to the problem.

In helping you with technical support queries, we might ask you to install and accept “remote-desktop” support software on your computer, in order to resolve your problem more swiftly. Note that we cannot be held responsible for damages if your system fails either during, or subsequent to, this procedure.

We reserve the right to terminate any telephone call (including support calls) without notice, and to contact you again at a later time, at our convenience.

For further terms related to technical support, see section 6 below, regards “reasonable use”, and “user accounts”.

If a customer (or customer's representative or employee) is in any way verbally or physically abusive or threatening to our staff, at any time or for any reason, we reserve the right to suspend or terminate that customer's account, or any individual's user-account, without notice. We will not tolerate abusive behaviour towards our staff. All instances of abusive behaviour will be reported to senior management, and if appropriate, to law-enforcement agencies.

6. Subscription, licence, payments, promotions, reasonable use, affiliate scheme, user accounts.

License for software or services

Fee structures for each of our products and services are as advertised on our various websites, but are subject to occasional updates or change, and if applicable, to current rates of taxation in either our country, or your own.

If prices go up or down, you will be liable to pay the revised rate at your next subscription renewal date, rather than the rate which was advertised when you first subscribed. We may or may not notify you in advance of any price changes.

Access to the software or services will be set-up and made available to you within a reasonable time-frame following confirmed payment of subscription fees into our account.

Occasionally, access to the software or services will be granted before payment has cleared.

If any payment fails to be made, fails to “clear” into our account, or is reversed, we reserve the right to immediately suspend your account and access to the service(s). Normally however, reasonable efforts will be made to contact you first, to give you opportunity to make payment.

If you persistently or repeatedly fail to successfully pay for the service (assuming you are not on a “free” tariff) over a significant period of time, we reserve the right to ultimately terminate your account, without notice.

You understand that if your needs change over time, for example if you are using the services more or less than you did originally, your tariff might in due course go up or down. Also if taxation rates change, this can of course affect the payment amounts due.

Payment for use of the service(s) for a given billable unit of time is normally made in advance, and is normally non-refundable if part of a time-unit has been used. The exception to this is if you wish to cancel your order within the first 14 days, in which case it is subject to a “cooling-off” right of cancellation. For example, if part of a month or quarter has been paid for, and is subsequently partly-used (beyond the 14 day cooling-off period), there will not normally be a refund or credit made available for the remaining fraction of the month or quarter. Unused whole units may (exceptionally) be refunded or credit offered, upon request, and at the sole discretion of Groundleader Ltd. Individual units of credit for part of your service (e.g. “additional blocks”) may not be cancelled if removing them would leave your account beyond its service limit.

Notice of termination of an account or service(s) can be submitted by you at any time, and must be done in writing (support ticket, letter, email or fax is acceptable). Termination will only be effective within a reasonable time following receipt by us of your written notice, and only if we’re reasonably convinced of the authenticity and suitable authority of the request.

Notice of termination of an account or service(s) can be submitted by us to you at any time. There is no minimum period of notice, but we will normally give as long a period as would be considered reasonable, and clients will be given opportunity to download their data.

Any serious breach of these Terms, by either party, can result in immediate suspension or termination of your account. Normally however, we will attempt to communicate with a client in the first instance in an effort to resolve any problems.

Promotions

Terms for promotions will normally be issued as part of the marketing or sign-up literature for each promotion, e.g. within the text of an email, or on our website(s). These act in addition to our standard terms.

Free or discounted accounts

Some clients may have an agreement in place whereby they’ve been offered free (no payment required) or discounted access, this for either a limited or indefinite period. Free and discounted accounts are normally subject to additional terms.

Some of these accounts are issued to customers who have been testing products in their pre-release stages. These customers are obliged to provide occasional feedback on the product upon request, also to provide honest criticism and testimonial, and if need be provide comment for press-releases and the like.

Non-paying accounts may be required to provide payment details up-front. This is so that payment may be taken if the use or scope of services exceed “free” tariff parameters, or fail to stick by the terms associated with their “free” use of the service.

Reasonable use

The software, services or products are usually supplied with various forms of online support materials. These might include slideshows, in-line help, videos, how-to guides, support forums, and/or other “resources”. ***Users of our services, should they need to know something, or if they hit a problem, are expected to check these “help” resources in the first instance, to see whether an answer is readily available.***

You are expected to use the product(s) for their intended purpose. Access of the service(s) must be in accordance with the scale of your organisation.

You are not allowed to re-sell use of the services or products (***although we encourage customers to use our “affiliate” scheme, which rewards those who want to recommend***

or promote our services or products). Whilst you may grant user access to some of your suppliers, for the sake of accessing your firm's records (for example, a garage accessing your asset maintenance records, or a subcontractor accessing the tasks assigned to them so that they can log visits), you are not allowed to give other organisations access to our service(s) for the sake of any completely separate needs they have, which are unrelated to your organisation (they would need to set up their own account for that).

You agree not to attempt to access our service(s) through use of any kind of "bots" or other automated methods, other than with our express prior written consent, and in accordance with any conditions attached to that consent.

If your account is found to make excessive requests on our service, or if there are other problems with your account, we reserve the right to suspend your account without notice, until the reasons for the problems have been established. We will reinstate access as soon as the issues have been properly identified and rectified.

Excessive requests could include a large volume of "technical support" calls which make it clear that new users have not looked at readily-available online support resources. We will make every effort to repeatedly encourage customers to use these resources, and/or attempt to contact key account holders, before any measures such as suspension of services is put in place.

If we are experiencing repeated and significant problems with a customer, we reserve the right to give notice to terminate or suspend the account, or to do so without notice.

Affiliate scheme

Details of and terms for the affiliate scheme are issued separately when you sign-up to the scheme.

User accounts and training

New sign-ups for service(s) should ensure one or more "key account holders" are identified. The key account holder(s) should be set up with "administrator" user privileges. It is vital that contact details for the account holder(s) are kept up-to-date and correct. A "key account holder" should have some kind of senior / leading / administrative role in the organisation, and must have responsibility for **all** of the following:

- Approving or ensuring payments for the service(s) are met promptly.
- Receiving and passing on instructions to other users in your organisation, concerning the use of the service(s).
- Setting up and managing other users' accounts, including ensuring that other new users make use of the training resources which may be made available by us online for each of the service(s).
- Otherwise overseeing and managing the use of the service(s).

It is acceptable (and indeed common) for key account holders to delegate some or all of these functions, but they must be prepared to take overall responsibility for these functions.

It is important that all user accounts' contact details are kept up-to-date.

You must never share your login details with other users, nor with any other third-parties. Make sure your login details (username and password) are unique (do not use the same password on other websites!) to our service, and that your password is "strong", i.e. that it is at least six characters long and ideally contains a combination of numbers and/or symbols as well as uppercase and lowercase letters.

For some products, we'll require prospective new users to view training, either in the form of visiting web pages, slideshow(s), video(s), or other medium. We may also, for some products, need prospective new-users to undergo some form of competence assessment. The training and/or assessments may need to be successfully undertaken before the new user is granted access to the software, product or service. Failure to pass the assessment may mean the new

user is not granted access to the product or service, but usually the new user will be permitted to re-do the training and/or assessment repeatedly, until they “pass”, which will enable them as a new user.

The reasons for training and assessment are:

- So that the new user is less likely to accidentally destroy, misinterpret, or ruin your data in some way, or structure your systems or data in an ill-advised manner.
- To help ensure that demands on our technical-support team are at a reasonable level.

If we find that we’re experiencing excessive requests to our technical support team from a customer, for a particular product or service, we may ask that you put one or more of your users through training and assessment, and/or refresher training and re-assessment (see user accounts section below).

We reserve the right to request a description of the roles and managerial hierarchy of individuals in your organisation, as well as a description of the various function(s) or purpose(s) of your organisation. If relevant, we may also require a departmental list or hierarchy. This is in order to enable us to provide you with effective and suitable support services.

To prevent fraud, we also reserve the right to verify information provided by you in connection with your subscription, e.g. your address, turnover, general profile, etc, by checking it against information available elsewhere.

7. Communications, feedback, testimonials, marketing and complaints.

Language.

All communications, unless otherwise specified, are to be conducted in English.

Ownership of feedback, suggestions, and other communications.

You agree that all communications from you regarding Groundleader Ltd or any of our services, such as the contents of customer satisfaction surveys, feedback forms, testimonials, criticisms, suggestions, innovations, verbal instructions, written information, forum posts, non-confidential emails and so forth, will upon our receipt become the sole property of Groundleader Ltd. If publishing any comment or testimonial for solely marketing purposes, we will not actively attribute it to you, unless we have your permission (or unless you are a “free” or non-paying account holder). We may otherwise use or distribute the content of these communications in any way we see fit, although we will of course always respect your privacy, and be mindful of our lawful obligations with regard to data-protection.

Illegal content

Should we find that any of your communications, data, content or files are potentially illegal, abusive, harmful or grossly inappropriate in any way (e.g. defamatory, stolen, dangerous or threatening), we reserve the right to remove, hide or delete that content, and if appropriate, suspend your account, and/or inform law-enforcement agencies.

8. Dull and/or technical stuff (boring but necessary).

Force majeure

When the service(s) are disrupted by forces outwith our reasonable control, such as natural disaster, network outages, your hardware failures, etc, Groundleader Ltd will not be held liable, and will not offer compensation.

Applicable law

This agreement and any other business you conduct with Groundleader Ltd is subject to Scottish Law. Disputes etc will be conducted in the jurisdiction of Scotland, U.K.

We do not warrant that our websites, products and services fully meet the legal requirements of any country. If your country's laws mean that not all aspects of our products or websites are appropriate or lawful, you use our software and services at your own risk. You are solely responsible for abiding by the laws in your own country.

Cookies

Our service(s) may need to use "cookies", and/or "pop-ups", in order to function properly. You agree to enable cookies and pop-ups on all devices (computers, tablets, phones etc) and browsers (Internet Explorer, Chrome, Firefox, Safari etc) that you intend to use to access our service(s).

This document current on 2019-02-21.