

Terms of Use for the Alumasc Drainage Design Calculator

The Alumasc Drainage Design Calculator (the “Calculator”) is intended only for the scoping out of hydraulic design of Alumasc rainwater drainage systems. The user should read the provisions on the download screen of the software carefully. By clicking ‘I Agree’, the user acknowledges that they have read and understood the provisions and that they agree to be bound by the same.

1. The Calculator should only be used by suitably qualified staff experienced in drainage design. All users should be familiar with the relevant theory and practice associated with rainwater drainage design, including the determination of appropriate design parameters. The Calculator should only be used for the identification and analysis of potentially appropriate Alumasc products.
2. By clicking ‘I Agree’ and by using the Calculator, the user confirms that they have read and accepted these Terms of Use and the limitation of liability contained in them.
3. Access to the Calculator is provided free of charge for the assistance of designers of rainwater drainage systems. Alumasc does not guarantee that the Calculator will always be available and Alumasc may suspend or withdraw or restrict the availability of the Calculator for business or operational reasons. Whilst every effort has been made to validate the accuracy of the Calculator, the outputs are intended to be indicative only and Alumasc gives no guarantee or warranty either express or implied as to the quality, fitness for purpose or performance of the Calculator, its ability to achieve a particular result or any output it produces. Alumasc will not be responsible or have any liability for the correctness or suitability of the output of the Calculator or any designs produced based on such output. The user is solely responsible for the design and must, through advice from a suitably qualified engineer, independently verify the accuracy of the input data and the accuracy and suitability of the output results.
4. In order to access and use the calculator software, the user must provide personal data including their name, company name and contact details. Alumasc shall process users’ personal data only to the extent, and in such manner, as is necessary to enable it to administer the user’s account and provide the latest version of the calculator software and shall not disclose the user’s personal data to any third party without the user’s consent. Please see our Privacy Policy at www.alumascrainwater.co.uk/privacy-policy-cookies.aspx?id=76.
5. The user consents to the retention and use by Alumasc of its email details in order to supply from time to time, at Alumasc’s discretion, news of updates to the Calculator.
6. For the purpose of this paragraph, “Intellectual Property Rights” means patents, right to inventions, copyright and related rights, rights in designs, trade marks and service marks, trade names or domain names, rights in get-up, goodwill and the right to sue for passing off, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. All Intellectual Property Rights arising out of or in connection with the Calculator are and shall remain the sole and exclusive property of Alumasc. No rights are granted to the user of the Calculator except as expressly provided for in these Terms of Use.
7. On acceptance of these Terms of Use, Alumasc grants to the user a non-transferable, non-exclusive licence to use the data output by the Calculator. Such licence is personal and the user is not permitted to sub-licence the whole or part of any rights granted to it by Alumasc, or to share, copy or grant access to others.
8. The user is not permitted to copy, decompile, disassemble, adapt, merge, translate, reverse engineer or in any way modify the supporting programme of the Calculator.
9. Save in cases of personal injury or death caused by Alumasc’s negligence or fraud or fraudulent misrepresentation, Alumasc will not be liable for any loss or damage whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, the Calculator, or the use of or reliance on any output of the Calculator. In particular, Alumasc will not be liable for loss of profits, sales, business or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; loss of data; or any special, indirect, consequential or incidental loss or damage.
10. Subject to the preceding paragraph 9, the total liability of Alumasc in respect of all losses arising under or in connection with the use of, or inability to use, the Calculator, whether or in contract tort (including negligence) breach of statutory duty or otherwise shall in no circumstances exceed £1,000.
11. Whilst every effort has been made to ensure that the Calculator is secure and free from all malicious software and codes, Alumasc does not guarantee this or that it will be free from bugs or viruses. The user is responsible for configuring its own information technology, computer programmes and platforms to access the Calculator and the user should use its own virus protection software. Alumasc shall not be liable for any loss or damage whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with any infection of the user’s information technology, computer programmes or platform.
12. Alumasc and the user agree that any dispute or claim relating to the use of the Calculator or these Terms of Use shall be dealt with under the Laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any such dispute or claim.