

## **Terms of Use**

### **1. Introduction**

**1.1** This website (“**our Site**”) promotes the business referred to on it. In these Terms of Use (“Terms”), the business will be referred to as ‘we’, ‘us’ or ‘our’.

**1.2** You should read these Terms carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately. These Terms should be read in conjunction with any details provided on our Site about how our Site operates and the services which are available, including our Privacy & Cookie Policy and Trading Terms (if applicable).

**1.3** If you order any goods, services, or digital content from the Site or if you buy a subscription or membership to access restricted parts of the Site, separate terms and conditions may apply.

**1.4** We reserve the right to change these Terms of Use from time to time without prior notice by changing them on our Site.

### **2. Using our Site**

**2.1** You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.

**2.2** We make no promise that the Site is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.

**2.3** We try to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us using the contact details at the top of this page.

**2.4** You agree not to use our Site:

- a.** for any unlawful, immoral, or anti-social purpose;
- b.** to send spam; nuisance or any other unwanted calls;
- c.** for any kind of direct marketing activity;
- d.** to harm, threaten, abuse or harass another person, or in a way that invades someone’s privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to us, our customers or suppliers;
- e.** to create, check, confirm, update or amend your own or someone else’s databases, records, directories, customer lists, mailing or prospecting lists;

- f.** to tamper with, update or change any part of our Site;
- g.** in a way that affects how it is run;
- h.** in a way that imposes an unreasonable or disproportionately large burden on us or our suppliers' communications and technical systems as determined by us; or
- i.** using any automated means to monitor or copy our Site or its content, or to interfere with or attempt to interfere with how our Site works.

**2.5** We may prevent or suspend your access to the Site if you do not comply with these Terms or any applicable law.

### **3 Your privacy and personal information**

**3.1** Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy & Cookie Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

### **4. Ownership, use and intellectual property rights**

**4.1** The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site (**Content**) are owned by us and our licensors.

**4.2** We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trademarks, domain names, design rights, database rights, patents, and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

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

**4.4** Use by you of any trademarks on the Site or in the Content is strictly prohibited unless you have our prior written consent.

**4.5** If you believe that any content which is distributed or published by the Site is inappropriate, defamatory, or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

### **5. Submitting information to the site**

**5.1** While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive, or valuable.

**5.2** Other than any personal information which will be dealt with in accordance with our Privacy & Cookie Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

## **6. Hyperlinks and third-party sites**

**6.1** The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or 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 advertising or website does not mean that we endorse that third party's website, products, or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site and is at your own risk.

## **7. Accuracy of information and availability of the site**

**7.1** We try to make sure that the Site is accurate, up-to-date, and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.

**7.2** We may suspend or terminate access or operation of the Site at any time as we see fit.

**7.3** Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services, and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial, or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and its Content.

**7.4** While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

## **8. Our responsibility to you**

**8.1** If we breach these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time these Terms were formed, it was either clear that such loss or damage would occur, or you

and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

**8.2** We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

**8.3** Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **9 Events beyond our control**

**9.1** We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

## **10. No third-party rights**

**10.1** No one other than us or you has any right to enforce any of these Terms.

## **11. General**

**11.1** Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.

**11.2** Any formal legal notices should be sent to us using the details set out on our Site.

**11.3** Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms of Use.

**11.4** If any part of these Terms of Use is found to be unenforceable as a matter of law, all other parts of these Terms of Use shall be unaffected. and shall remain in force.

## **12. Governing Law and Jurisdiction**

**12.1** These Terms make up the whole agreement between you and us in how you use our Site. If a court decides that a condition is not valid, the rest of the Terms will still apply.

**12.2** The laws of England and Wales apply to your use of our Site and these Terms. We control our Site from within the United Kingdom. However, you can get access to our Site from other places around the world. Although, these places may have different laws from the laws of England and Wales, by using our Site you agree that the laws of England and Wales will apply to everything relating to you using our Site and you agree to keep to these laws. We have the right to take you to court in the country you live in.

## **13. How to contact us**

**13.1** If you experience problems with our Site or would like to comment on it, please feel free to contact us by using the details set out on our Site.

Updated 26 February 2024