

## **Website terms and conditions (version 2.0)**

### **(1) Introduction**

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, do not use our website.

### **(2) Intellectual property rights**

Unless otherwise stated, our licensors or we own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

### **(3) Licence to use website**

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions below.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or otherwise sub-license material on the website;
- (c) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose
- (d) edit or otherwise modify any material on the website; or
- (e) redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter).

### **(4) Limitations of liability**

The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations,

warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise. Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in connection with our website, whether direct or indirect, and whether arising in tort, contract, or otherwise.

However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

#### **(5) Restricted access**

Access to certain areas of our website is restricted. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. You accept responsibility for all activities that occur under your user ID or password.

We may disable your user ID and password at our sole discretion if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

#### **(6) Bulletin board / chat room / comments**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.

You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website for any purposes related to marketing without our express written consent.

You must not use our website to copy, publish or send mass mailings or spam.

You must not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under English and other applicable law. All material you copy, publish or send via our website must not be

defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; further, material must not be misleading, deceptive, sexually explicit, threatening, abusive, harassing or menacing.

We reserve the right to edit or remove any material posted upon our website.

We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you.

In respect of all material that you post on our website, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-licence such rights.

**(7) Variation**

We may revise these terms and conditions from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

**(8) Entire agreement**

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

**(9) Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

**(11) Our contact details**

Please contact us:

**Email: XXXXXXXXXXXX.**

These terms and conditions are based on a template created and distributed by [www.website-law.co.uk](http://www.website-law.co.uk).

## **Website privacy policy (version 2.0)**

We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.

### **(1) What information do we collect?**

We may collect, store and use the following kinds of personal data:

- (a) information about your computer and about your visits to and use of this website, such as your IP address, geographical location, browser type, referral source, length of visit and number of page views;
- (b) information relating to any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our goods or services.
- (c) information that you provide to us for the purpose of registering with us.
- (d) information that you provide to us for the purpose of subscribing to our website services, email notifications and/or newsletters.
- (e) any other information that you choose to send to us; and
- (f) *OTHER INFORMATION.*

### **(2) Cookies**

We use cookies on this website. A cookie is a text file sent by a web server to a web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

We may send a cookie which may be stored on by your browser on your computer's hard drive. We may use the information we obtain from the cookie in the administration of this website, to improve the website's usability and for marketing purposes. We may also use that information to recognise your computer when you visit our website, and to personalise our website for you. Our advertisers may also send you cookies.

Most browsers allow you to refuse to accept cookies. (For example, in Internet Explorer you can refuse all cookies by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector.) This will, however, have a

negative impact upon the usability of many websites, including this one.

We may use Google Analytics to analyse the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store this information. Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>.

### **(3) Using your personal data**

Personal data submitted on this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

We may use your personal information to:

- (a) administer the website
- (b) improve your browsing experience by personalising the website
- (c) enable your use of the services available on the website
- (d) send to you goods purchased via the website, and supply to you services purchased via the website
- (e) send statements and invoices to you, and collect payments from you
- (f) send you general (non-marketing) commercial communications
- (g) send you email notifications which you have specifically requested
- (h) send to you [our newsletter and other] marketing communications (relating to our business [or the businesses of carefully-selected third parties] which we think may be of interest to you by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications to be sent by emailing us at *EMAIL*));]
- (i) provide third parties with statistical information about our users – but this information will not be used to identify any individual user
- (j) deal with enquiries and complaints made by or about you relating to the website; and
- (k) *OTHER USES.*

We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing.

#### **(4) Other disclosures**

In addition to the disclosures reasonably necessary for the purposes identified elsewhere in this privacy policy, we may disclose information about you:

- (a) to the extent that we are required to do so by law;
- (b) in connection with any legal proceedings or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk); and
- (d) to the purchaser (or prospective purchaser) of any business or asset which we are (or are contemplating) selling.

Except as provided in this privacy policy, we will not provide your information to third parties.

#### **(5) International data transfers**

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy.

If you are in the European Union, information which you provide may be transferred to countries (including the United States, Japan, or other countries which do not have data protection laws equivalent to those in force in the European Union. You expressly agree to such transfers.

#### **(6) Security of your personal data**

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

We will store all the personal information you provide on our secure servers. All electronic transactions you make to or receive from us will be encrypted using SSL technology.

Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

You are responsible for keeping your password and user details confidential. We will not ask you for your password.

## **(7) Policy amendments**

We may update this privacy policy from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes.

We may also notify you of changes to our privacy policy by email.

## **(8) Your rights**

You may instruct us to provide you with any personal information we hold about you. Provision of such information may be subject to the payment of a fee (currently fixed at £10.00).

You may instruct us not to process your personal data for marketing purposes by email at any time (Email: XXXXX). In practice, you will usually either expressly agree in advance to our use of your personal data for marketing purposes, or we will provide you with an opportunity to opt-out of the use of your personal data for marketing purposes.

## **(9) Third party websites**

The website contains links to other websites. We are not responsible for the privacy policies or practices of third party websites.

## **(10) Contact**

If you have any questions about this privacy policy or our treatment of your personal data, please write to us by email to [EMAIL].

This privacy policy is based on a template  
created and distributed by [www.website-law.co.uk](http://www.website-law.co.uk).

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