

TERMS AND CONDITIONS

The website at www.baileyandcointeriordesign.co.uk and all associated digital platforms, social media accounts and mobile applications (together, **Website**) and the Website's contents, products, materials and services (together, **Website Services**) are owned, operated and provided by **Bailey&Co Ltd CRN 13280014 (Bailey&Co, we, us or our)**. The term '**you**' refers to any user or browser of the Website or purchaser of our Website Services.

The terms and conditions set out in this document and any additional disclaimers, policies and legal notices displayed on our Website from time to time (together, **Terms and Conditions**) govern and explain how you may use the Website and the Website Services.

It is important that you read and understand these Terms and Conditions. By accessing any information on our Website or using the Website Services, you will be deemed to have accepted and agreed to be bound by these Terms and Conditions, as updated from time to time, whether or not you are a visitor simply browsing the Website or are using the Website Services (together, **users**).

You acknowledge and agree that the use of the Website and Website Services is at your own risk and that using the Website and Website Services in any way other than what is expressly stated in these Terms and Conditions will amount to a breach of the Terms and Conditions, and your use of the Website and Website Services may be terminated in accordance with the provisions below.

If you are under the age of eighteen (18), you must obtain your parent's or guardian's prior consent to use the Website and Website Services.

These Terms and Conditions do not modify, restrict or exclude any additional rights you may have under applicable laws that cannot be so modified, restricted or excluded. If at any time you do not agree with the Terms and Conditions (or any changes to them), please do not continue to use the Website and Website Services.

1. WEBSITE PERMITTED USE

Bailey&Co prohibits the use of the Website or any of its functionalities, features and content, in any manner other than expressly indicated. You agree to use the Website and Website Services responsibly and to comply with any applicable laws and regulations. You agree you must not interfere with or disrupt the platforms, servers or networks connected to the Website. You agree you may not use the Website or Website Services for any purpose that is unlawful or to solicit the performance of any illegal activity or other conduct that infringes Bailey&Co Ltd's rights or the rights of others.

You may not use the Website or Website Services, or any part of them, for any commercial purpose or for the benefit of any third party, including but not limited to incorporating, modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting or distributing in any manner or medium (including by email or other electronic means) any content or additional information accessed or purchased through our Website Services, or any other communications provided by us for your personal use, or in a manner not permitted by the Terms and Conditions.

2. SERVICES AND DISCLAIMER

Our Services

Our Website aims to offer and provide you with information about Bailey&Co's Website Services from time to time, as well as the design, decorating and styling services we offer (**Project Services**). Bailey&Co

offers design, decorating and styling consultations, colour consulting and colour schemes, concept design drawings, mood boards, sample board with products and material details, specification schedules and samples, 2D and/or 3D drawings/renderings, elevations, floor plans, lighting and electrical layouts, cabinetry and joinery services, selection of flooring and floor covers, furniture, fabrics, hard finishes, fittings and fixtures, on-site furnishing and styling, visual merchandising, project co-ordinating services, and ancillary services.

Information about how to contact us to make a booking for a consultation and find out more about our Project Services, are available on the Website.

Disclaimer

The information, content and material contained in or made available through the Website and Website Services are provided for general information purposes only. None of the content on this Website represents or warrants that the Website Services or Project Services are appropriate or effective for you.

To the extent that we provide any explicit or implied recommendations of any Website Services or Project Services, such recommendations are only general and not specific to any situation. The information we provide is not intended to be a substitute for professional financial, legal or building and construction advice, nor do we claim to be an expert in any specific commercial field.

All information provided by us is provided in good faith, though we make no guarantees of any specific results or outcome from the use of the Website, Website Services or Project Services. We derive our information from sources that we believe to be accurate and up to date as at the date of publication, however, we do not make any representations or warranties that the information we provide is reliable, current or complete at all times. Your reliance on any of our Website Services or the information on this Website is solely at your own risk, and we make no guarantees as to the suitability, outcome or results.

Testimonials (visual and written) and any publicity materials displayed on our Website are examples of real experiences and opinions of people's experiences with us, our Website, Website Services and/or Project Services, and are for illustration only. All testimonials and publicity materials are displayed with permission and are of actual people and their results. Testimonials are not intended to guarantee current or future users the same or similar results.

We may refer to third-party products, services, experts, and other third-party service providers on the Website. Any such reference is not intended as an endorsement or statement that the information provided by the third party is accurate. We make no warranties as to the suitability or reliability of third-party service providers nor give any guarantees as to the outcome or results of their products or services. It is your responsibility to conduct your own research and make your own determination about any such products, services, experts, and other service providers.

We may participate in affiliate marketing and may allow affiliate links to be included on our Website. This means that we may earn a commission if and when you click on or make purchases via affiliate links. We will inform you when one of the links on our Website is an affiliate link and will only affiliate with products, services, experts and other third-party service providers that we believe will provide value to our customers and followers. You recognise that it remains your personal responsibility to investigate whether any affiliate offers are right for you. You will not rely on any recommendation, reference or information provided by us and will conduct your own research and will rely upon your own research in deciding whether to purchase the affiliate product or service.

3. CODE OF CONDUCT

Bailey&Co endeavours to abide by the following Code of Conduct to ensure that the provision of our Project Services is held to a high standard and complies with the relevant laws and regulations pursuant to *Building Regulations 2010* (UK), *Housing Grants, Construction and Regeneration Act 1996* (UK) and the *Construction (Design and Management) Regulations 2015* (UK)(**CMDC**) as they relate to the Project Services. The Code of Conduct applies subject to the agreed scope of Project Services to be provided on any project and any specified qualifications or exclusions.

Standard of Performance: We will do all things reasonably required to ensure that the Project Services are performed with due care, skill and diligence, in a professional and ethical manner, within the scope of our expertise and to each client's reasonable satisfaction. Bailey&Co is not, nor purports to be a Principle Designer, as defined under the CMDC, and accordingly will not be held liable for any health and safety or risk management responsibilities related to the Design Documents or project.

Supervision and Instruction: Consulting services comprised in our Project Services may include coordinating, organising, facilitating and providing a point of contact as required to perform the Project Services for a project. As Bailey&Co is not licensed to do building or specialist work and is not a registered design practitioner, nominated supervisor, registered building practitioner, registered specialist practitioner or other licenced or certified contractor or tradesperson, in accordance with United Kingdom legislation the Project Services will not include supervising, instructing or carrying out any trade, building or specialist work. Bailey&Co will do all things reasonably required to ensure that all persons including contractors, tradespersons and builders who are responsible for the compliance, safety, supervision, daily direction, control, quality and/or outcome of any building work or specialist work or are otherwise engaged to provide any services pursuant to the provision of the Project Services, hold all necessary registrations, licenses and certificates under United Kingdom legislation.

Design, Drafting and Approvals: All sketches, illustrations and drawings created or provided by Bailey&Co as part of the design material prepared as part of our Project Services are conceptual in nature, intended to set forth design intent and are not to be used for engineering, structural or construction purposes. They do not include design for any modifications to structural, heating, air-conditioning, plumbing, electrical, ventilation or other mechanical systems or any other specialist work that may be included in any project for which any registration or licence is required. All sketches, illustrations and drawings created or provided by Bailey&Co are for proof-of-concept purposes only. All technical drawings with accurate check measures, dimensions and size designations are subject to verification and specifications provided by architects, draftspersons, licensed surveyors, engineers, carpenters, joiners, builders and/or other qualified tradespersons and registered building or design specialists (as applicable). Bailey&Co makes no guarantees or warranties in relation to any technical drawings, that any finished product will be identical to the concept designs or technical drawings or in relation to any works or finished construction project.

The client for our Project Services and not Bailey&Co is responsible for obtaining any assessment or approval of issued plans, residential building approvals, waste management plans, survey reports, council reports, planning controls, council approvals, or any planning instruments and/or lodging of application documentation required in connection with any works from licensed certifiers or appropriate experts, unless otherwise agreed.

Workplace Health and Safety: In providing the Project Services at the project site, Bailey&Co will provide and maintain, as far as is reasonably practicable and where applicable, a safe working environment and safe systems of work in accordance with the requirements set out in the *Health and Safety at Work etc Act 1974* (UK).

4. ENQUIRIES, REGISTRATION AND SUBSCRIPTION

By using any current or future messaging service or online booking system on our Website, or subscribing to any current or future newsletter or blog on our Website, purchasing our E-design services or any other Website Services or Project Services, you will be added to our email list. If you do not want to remain on our database you can follow the instructions on the form to update your subscription or data preferences or unsubscribe from our email communications or email us at any time at hello@baileyandcointeriordesign.co.uk.

You agree that all information you provide to us through the Website and to us directly will be true, accurate, current and complete. You agree that you are responsible for all information that you submit to us, and you acknowledge that if we believe that the information provided to us by you is false, inaccurate or misleading, we may, at our sole discretion, suspend or terminate your access to the Website and Website Services. For more information regarding email communications and subscriptions, please refer to our Privacy Policy.

If we offer account registrations and you register an account with us via our Website, you are responsible for maintaining the confidentiality of your account details and password and are fully responsible for all activities that occur under your account. You agree to notify us immediately of any unauthorised use of your password or account or any other breach of security.

If account registrations are available on our Website, Bailey&Co will keep your registration information on a secure server. We will use the information only for the limited purposes of processing your orders, for statistical purposes to improve our Website and Website Services to you, to administer our Website and to notify you of products or special offers that may be of interest to you. For more information, please refer to our Privacy Policy.

5. CONSULTATION BOOKINGS AND APPOINTMENTS

Information about how to make an appointment for a consultation with us, including our initial consultations, are available on the Website.

You acknowledge and agree that all personal information which does or may identify you that you provide to us via the Website, by email, phone, in person or in any other way or for any other purpose, which may include, but is not limited to, your title, name, age, gender, address and telephone number (**Personal Information**), will be true, accurate, current and complete. You acknowledge and agree that Bailey&Co (and, if applicable, any relevant third party of our choosing) will collect your Personal Information for the purpose of booking a consultation and any Website Services, Project Services or information you may request. You acknowledge that if we cannot collect this and other Personal Information as requested, we will not be able to book your consultation appointment and may not be able to provide you with some or all of our Website Services or Project Services. For more information, please refer to our Privacy Policy.

Initial consultations will be subject to the applicable terms and conditions provided on our Website and/or otherwise advised at the time of booking, including our fees.

Whilst Bailey&Co makes every effort to avoid clashes and/or cancel consultation appointments, Bailey&Co Ltd, at its sole discretion, may cancel or reschedule appointments at any time and for any reason prior to the scheduled time.

We do not offer refunds for change of mind, missed or cancelled consultations. If you cancel a consultation within twenty-four (24) hours of the scheduled appointment time, we reserve the right to retain or charge you all or some of our professional fees for the consultation.

6. CHANGES TO OUR SERVICES, PAYMENT AND PRICING

Our Website Services and, subject to any formal agreement we have with you, our Project Services may be subject to change without notice. We reserve the right at any time and without notice to modify or discontinue any Website Services and Project Services and we shall not be liable to you or any third party for any modification, price change, suspension or discontinuance of any Website Services or Project Services. Subject to law, we reserve the right to limit the sales of our Website Services and Project Services to any person, region or jurisdiction. All descriptions of our Website Services and Project Services and pricing on our Website are subject to change at any time without notice, at our sole discretion.

You must pay the fees as provided in this Website and/or at the rate and in the manner specified in any formal agreement we have with you and any invoice issued. Bailey&Co accepts no responsibility for bank transfers that are declined or not accepted due to disruptions with internet connections or problems with your provider.

Payments for Project Services must be made to our bank account by EFT direct deposit or as otherwise provided in any formal agreement with you within seven (7) days of the date of the invoice. Where payment is not received by the due date, we are entitled to suspend the provision of our Project Services and withhold any design material as security until all past due balances are paid, charge interest on outstanding amounts from the invoice due date until the date payment is made, and to charge administration fees and costs in accordance with the terms of our formal agreement. If payment is not made by the due date or within any additional rectification period, we may terminate our agreement subject to its terms, and you will not be entitled to any refund.

Transactions are processed in GBP figures. Fees that are paid in a foreign currency will be reconciled as at the date of payment and will be subject to the prevailing exchange rate and transfer fees.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds and/or delivery related to your purchase, are solely between you and that third party. You agree that we shall not be responsible or liable for any damage, refunds or other losses of any sort that may be incurred as the result of such dealings with a merchant.

7. REVIEWS AND ONLINE COMMUNITY GUIDELINES

The Website and our other digital platforms, mobile applications and social media accounts (**Communication Services**) may allow you to post information, photos, content, user submissions and/or upload materials, including video and features such as live chat and forums (**User-Generated Content**), whether through external websites or otherwise. It may also allow you to see User-Generated Content submitted by others.

You agree you are responsible for your User-Generated Content, which includes but is not limited to, any data, text, files, information, usernames, images, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other materials that you submit, post or display on or via the Website or is in any way connected with the Website.

Reviews

If you enter into a formal agreement with us for Project Services and the agreement is terminated for breach, you will be prohibited from publishing a review on any public forum and agree to raise any dispute and provide feedback directly with us. The dispute and/or feedback may be subject to

obligations of confidentiality.

General community guidelines

It is essential to ensure that all our members of our community adhere to our community guidelines to maintain a safe and ethical online environment for all. You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to a Communication Service. You agree you may not communicate any content or incite any behaviour that is offensive or directly attacks, intimidates or harasses someone based on religion or faith, race or ethnicity, nationality, sexual orientation, age, gender or gender identity or disability. You must not defame, stalk, bully, abuse, harass or intimidate anyone or restrict another user's use and enjoyment of the community in any way. Bailey&Co prohibits negative, dishonest or misleading conduct of any kind that threatens the integrity or security of the community on our platform. You must not create or operate from a user account on social media or any other platform for anyone other than yourself. You must not pretend that you are or that you represent someone else or impersonate any other individual or entity for any purpose.

You acknowledge we have the right, but not the obligation, to monitor and review User-Generated Content, and from time to time, we may, at our sole discretion and without prior notice to you, remove or edit any of your User-Generated Content that we find you may not have the permission to post, is offensive or for any other reason. If it is found, or we have reasonable grounds to believe, that a member of the online community is threatening the safety of the community or has provided information that is not true, accurate, current and complete, we may suspend or terminate their access to the community, refuse future use of the Website Services and inform the relevant authorities where appropriate. You agree to indemnify us against all liability claims or proceedings whatsoever arising from the publication of your User-Generated Content. You acknowledge and agree that we do not authorise, condone or endorse any User-Generated Content, and are not responsible for the accuracy, legality or decency of such content. You are responsible for verifying the veracity of any claims or statements made in any User-Generated Content.

8. THIRD-PARTY LINKS

The Website may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible for the information, services or resources of any third parties, nor do they imply any endorsement by, or affiliation with us. We do not guarantee, represent or warrant that the content of any third party is accurate, legal or inoffensive, or that they will not contain viruses or otherwise impact your hardware or software. Unless otherwise stated, these Terms and Conditions only cover the use of this Website and our Website Services. Any other link will be covered by the terms and conditions of that website or resource, of which we are not responsible either directly or indirectly. You acknowledge it is your sole responsibility to assume all risk arising from your use of any such websites, services or resources.

9. MAINTENANCE

Bailey&Co is responsible for the support and maintenance of its Website only. We may, at any time and without notice, modify, suspend or terminate the operation of, or access to the Website, or any part of it, for any reason, as necessary to perform maintenance, error correction or other changes. You acknowledge that we may make changes to the Website or Website Services provided through the Website. Access to the Website may depend on telecommunications, Internet service providers and other external factors, and therefore we do not guarantee the availability of the Website at all times or at any specific times.

10. PRIVACY AND SECURITY OF INFORMATION

Our Website and Website Services are subject to our Privacy Policy, which forms part of these Terms and Conditions. Please ensure you read, understand and agree to our Privacy Policy as updated from time to time.

While we will take precautions to ensure the Website is secure, no data transmission over the Internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information transmitted to, from or by us using the Website or Website Services, and any information that you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take all necessary and reasonable steps to preserve the security of such information. For information on data breaches and data security, please review our Privacy Policy.

11. INTELLECTUAL PROPERTY AND COPYRIGHT NOTICE

You acknowledge and agree that the Website and the Website Services contain information, content and material that is owned by us, and is protected by all intellectual property and copyright laws recognised throughout the world, including the *Copyright, Designs and Patents Act 1988* (UK), *Council Directive 116/EC Copyright Term Directive [2006] OJ L372/12* (EU) and the *Digital Millennium Copyright Act 1998* (USA), whether existing under statute, at common law or in equity, now or hereafter in force.

You are prohibited from copying, distributing, sharing and/or transferring information, content and material from the Website or Website Services (and/or any associated usernames/passwords, if applicable) you purchased to any third party or person. In some cases, we may encrypt and/or stamp licence details (including customer name, address, etc.) to ensure additional safety.

Bailey&Co respects the intellectual property rights of others and warrants that all information and materials provided via the Website and Website Services is the original content of Bailey&Co Ltd, or is otherwise provided with the relevant owner's or owners' consent, and does not violate the intellectual property rights of any third parties. All references made to third parties or third-party intellectual property is by means of reference only, and we make no claims or association to them or it.

These Terms and Conditions do not transfer any of our intellectual property rights to you or any third parties. You are granted no rights with respect to or license of our trademarks, service marks and logos, used in connection with the Website Services and Website. All intellectual property displayed on the Website has been provided, where applicable, with consent. All names, logos and trademarks on the Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights for the commercial use or distribution of any names, logos or trademarks, without the express written agreement of the relevant owners.

We may, from time to time, monitor your use of the Website or Website Services to determine if you are in breach of these Terms and Conditions. If you infringe our intellectual property rights or the rights of any third party, we have the right to suspend access to or terminate your use of the Website or Website Services, and to report you to the relevant authorities or take any actions as appropriate or necessary.

12. TERMINATION OF WEBSITE USE

We, at our sole and absolute discretion, may suspend or terminate your access and/or future access to the Website or Website Services, effective immediately, with no liability to you or any third party for the following reasons:

- (a) where you are in breach of any of the Terms and Conditions or any related policies;
- (b) where at any time you have committed any act of wilful or serious misconduct;
- (c) if you fail to pay any fees, payments or expenses properly payable to us for our Website Services by the stipulated due date;
- (d) where you have created a risk or possible exposure for us;

- (e) where there are unexpected technical issues or problems;
- (f) at the request of law enforcement or any government authority; or
- (g) upon a request by you.

If you have entered into a formal agreement for our Project Services with us, please refer to the agreement in relation to our rights of termination of the Project Services and consequences of termination.

13. DISPUTES

In the event a dispute arises from, or in connection with, these Terms and Conditions, the party who claims that there is a dispute will give written notice to the other party, including details of the dispute and a proposed resolution. Within seven (7) days of receiving the notice, the parties will meet to resolve the dispute or if they are unable to do so they will agree upon another method to resolve the dispute in good faith. All aspects of such meetings, except the fact that the meeting was held, will be confidential and privileged. If the parties do not resolve the dispute or where the dispute remains unresolved following the meeting and the parties do not agree upon an alternative method to resolve the dispute, within twenty-one (21) days after receipt of the notice, the dispute may be referred by either party to litigation by notice in writing to the other party.

14. WARRANTIES AND LIABILITY

CERTAIN LEGISLATION, INCLUDING THE *CONSUMER RIGHTS ACT 2015* (UK), MAY LIMIT THE ABILITY TO EXCLUDE LIABILITY OR MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THESE TERMS AND CONDITIONS MUST IN ALL CASES BE READ SUBJECT TO THESE STATUTORY PROVISIONS.

IF WE ARE LIABLE TO YOU UNDER THE *CONSUMER RIGHTS ACT 2015* (UK) OR SIMILAR LEGISLATION, TO THE EXTENT TO WHICH WE ARE ENTITLED TO DO SO, WE LIMIT OUR LIABILITY IN RESPECT OF ANY CLAIM UNDER THOSE PROVISIONS TO, IN THE CASE OF GOODS, AT OUR OPTION, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, THE REPAIR OF THE GOODS, THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS, OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED, AND, IN THE CASE OF WEBSITE SERVICES, AT OUR OPTION, THE SUPPLYING OF THE WEBSITE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE WEBSITE SERVICES SUPPLIED AGAIN.

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE WEBSITE OR WEBSITE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE WEBSITE AND/OR MAKE THE WEBSITE SERVICES UNAVAILABLE FOR INDEFINITE PERIODS, SUSPEND OR CANCEL THE WEBSITE SERVICES AT ANY TIME OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE WEBSITE AND WEBSITE SERVICES WITHOUT NOTICE TO YOU, WHERE REASONABLY NECESSARY TO PROTECT OUR LEGITIMATE INTERESTS. WE MAKE OR GIVE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, CORRECTNESS, RELIABILITY, INTEGRITY, QUALITY, FITNESS FOR PURPOSE OR ORIGINALITY OF ANY CONTENT OR MATERIALS OF THIS WEBSITE, WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND ARE HEREBY EXCLUDED AND WE ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE WEBSITE OR RELYING ON ANY OF ITS CONTENT.

IN COMPLIANCE WITH THE DATA PROTECTION ACT 2018 (UK) AND REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 APRIL 2016 ON THE PROTECTION OF NATURAL PERSONS WITH REGARD TO THE PROCESSING OF PERSONAL DATA AND ON THE FREE MOVEMENT OF SUCH DATA, AND REPEALING DIRECTIVE 95/46/EC (GENERAL DATA PROTECTION REGULATION), WE

SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE WEBSITE AND WEBSITE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE US FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

WE DO NOT REPRESENT OR GUARANTEE THAT THE WEBSITE WILL BE FREE FROM DELAYS, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE US FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH THE WEBSITE. WE ARE NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR FOR DOWNLOADING OR STREAMING OVER A DATA CONNECTION.

15. WAIVERS AND INDEMNITY

BY USING THE WEBSITE AND WEBSITE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS AND LICENSORS HARMLESS AGAINST ANY CLAIMS ARISING OUT OF YOUR BREACH OF THESE TERMS AND CONDITIONS, YOUR MISUSE OF THE WEBSITE OR WEBSITE SERVICES OR ANY ACTION TAKEN BY US AS PART OF OUR INVESTIGATION OF A SUSPECTED VIOLATION OF THESE TERMS AND CONDITIONS OR AS A RESULT OF OUR FINDING OR DECISION THAT A VIOLATION OF THESE TERMS AND CONDITIONS HAS OCCURRED. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES OF WHATSOEVER KIND ARISING OUT OF ACCESS TO, OR THE USE OF THIS WEBSITE OR ANY INFORMATION CONTAINED IN IT, OR AS A RESULT OF OUR DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND, LIMIT OR TERMINATE YOUR ACCESS TO THE WEBSITE OR WEBSITE SERVICES OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF OUR REASONABLE CONCLUSION THAT A VIOLATION OF THESE TERMS AND CONDITIONS HAS OCCURRED INCLUDING LOSS OF PROFIT AND THE LIKE WHETHER OR NOT IN THE CONTEMPLATION OF THE PARTIES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTHING IN THESE TERMS AND CONDITIONS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD AND FRAUDULENT MISREPRESENTATION. ALL SOFTWARE PRODUCTS DOWNLOADED FROM ANY SECTION OF THIS WEBSITE OR VIA A LINK POINTED TO BY THIS WEBSITE ARE DOWNLOADED, INSTALLED, AND USED TOTALLY AND ENTIRELY AT THE USERS OWN RISK.

16. GOVERNING JURISDICTION

The laws of England and Wales govern these Terms and Conditions and any access to or use of our Website or Website Services. You irrevocably agree to submit to the non-exclusive jurisdiction of the courts of England and Wales and the courts of appeal from those courts to resolve any dispute or claim between the parties arising from or in relation to these Terms and Conditions.

17. GENERAL

These Terms and Conditions constitute the entire agreement concerning your use of this Website and the Website Services and supersede all previous agreements or understandings, whether written or oral, in relation to your use of this Website and the Website Services.

We reserve the right to amend the Terms and Conditions at any time and to add new or additional terms and conditions on your access to and use of the Website and Website Services.

Please check these Terms and Conditions regularly before using our Website and Website Services to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible.

If any part of these Terms and Conditions is held invalid or unenforceable, that part may be severed and the remaining portions of these Terms and Conditions will remain in full force and effect.

If we do not exercise or delay in exercising any rights to enforce performance of any of your obligations under the Terms and Conditions, it is not a waiver of our right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless we acknowledge in writing that we have waived our rights; and
- (b) at any other time to require performance of that or any other obligation under the Terms and Conditions.

These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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