

BUSINESS MINDSCAPES LTD WEBSITE TERMS OF USE

1 IMPORTANT NOTICE

- 1.1 These terms apply to your use of the website of Business Mindscapes Limited namely www.businessmindscapes.com (“the website”).
- 1.2 These terms should be read in conjunction with the Privacy Policy and the Cookies Policy for the website which tell you how we collect and use personal data you provide to us or which we collect.
- 1.3 By accessing or using the website you confirm you have read, understood and agree to be legally bound by these terms, our Privacy Policy and our Cookies Policy in their entirety each time you access the website. If you do not agree to these terms and/or the Privacy and Cookies Policies, please do not use the website.

2 INFORMATION ABOUT US

- 2.1 This website is operated by Business Mindscapes Limited (“we”, “us”, “our”). We are a limited company.
- 2.2 We are registered in England under company number 07376375 of Forest View Drove Lane, Cold Ash, Thatcham, Berks, RG18 9NL.
- 2.3 Our VAT number is 101265272.
- 2.4 To contact us, please email sian@businessmindscapes.com

3 USE OF THE WEBSITE

- 3.1 You may use this website for lawful purposes only. You must not use the website in any way that breaches any applicable local, national or international law or regulation or which is in any way unlawful or fraudulent.
- 3.2 You are allowed to access, download and print the materials on this site for your own personal, non-commercial use and internal business purposes only. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 3.3 You must not:
- 3.3.1 access or print any or all parts of the website for any commercial purpose;
 - 3.3.2 copy (including storing and downloading), distribute, publish, alter, adapt, create derivative works from, or otherwise use the material on this website, either in whole or in part except as expressly permitted above;
 - 3.3.3 use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors;
 - 3.3.4 remove any copyright, trademark or other intellectual property notices;
 - 3.3.5 use the website to transmit or procure the sending of any unsolicited or unauthorised spam or advertising material;
 - 3.3.6 seek to interfere or damage the website or its content;
 - 3.3.7 frame, harvest or link to this website or its content or use the material on this website, or any part of it, on any other website or social media platform;
- without first obtaining express written consent from us.

4 **CONTENT**

- 4.1 The website is intended to provide general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. For the avoidance of doubt, this includes information contained in any presentations and brochures which we make available on the website.
- 4.2 We endeavour to ensure that the material contained on the website is accurate and complete at the date first published. However, we cannot guarantee this, and you should recognise that information contained on this website may become out of date over time.
- 4.3 We reserve the right to alter, remove or update materials and information on the website at any time without notice.
- 4.4 The website and the information contained in it is provided for your use "as is" without any warranty (whether express or implied) of any kind.

5 **AVAILABILITY OF THE WEBSITE**

- 5.1 We reserve the right to suspend access to all or part of the website or close it indefinitely without notice. Access may be terminated or suspended either in relation to specific users or to all users.
- 5.2 To the extent permitted by law we accept no liability if the website becomes either temporarily or permanently unavailable.
- 5.3 In addition, we do not warrant that the functions or materials on, or accessed from, this website shall be uninterrupted or free from errors.

6 **CHANGES TO THESE TERMS**

- 6.1 We reserve the right to change these terms at any time without notice.
- 6.2 It is your responsibility to check the terms regularly in order to be aware of any changes which are made to them.
- 6.3 By continuing to access this website after the terms have changed, you are agreeing that you have read, understood and agree to be bound by the updated terms.

7 **OWNERSHIP OF THE WEBSITE**

- 7.1 We are the owner or licensee of all intellectual property rights in the website and in the materials which appear on this website. This includes but is not limited to the text, photographs, images, graphics, illustrations, designs, written and other material including the program and code. Our rights include trademarks, copyright, design rights and all other intellectual property rights and all our rights are reserved.
- 7.2 If you acquire any rights in or to the website or materials on it, you agree to assign those rights, on a worldwide basis, to us and unconditionally and irrevocably to waive all moral rights you may have acquired.

8 **VIRUSES AND HACKING**

- 8.1 We do not warrant that the website, its content or the server(s) that make it available are error or virus free or free of other harmful components or that your use of this website will be

uninterrupted. You are accessing this website at your own risk and to the extent permitted by law and subject to clause 11.1 we will not be liable for any loss or damage suffered by you as a result of viruses or other harmful material which you access from this website.

- 8.2 You are solely responsible for ensuring that you have suitable equipment and security and virus protection in place before using the website.
- 8.3 You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server computer or data base connected to our website
- 8.4 You must not introduce viruses, trojan horses, worms, logic bombs, spyware, adware or other harmful materials to this website which may adversely affect the operation of any computer or program or this website.

9 LINKING TO AND FROM THE WEBSITE

- 9.1 This website may contain links to sites operated by third parties. We have not reviewed and do not review such sites and are not responsible for the content of nor accept any liability howsoever arising in respect of any of such sites.
- 9.2 The presence of links to third party sites is not intended to and shall not constitute a recommendation by us of such sites nor of any advice or information posted on them.
- 9.3 If you wish to provide a hypertext or other link to or from this website, you will first need to obtain our written consent. We have sole discretion to permit or reject any such requests. Requests should be sent to sian@businessmindscapes.com along with the following information:
 - 9.3.1 the URL(s) of the web page(s) from which you are proposing to link to this website;
or
 - 9.3.2 the URL(s) of the web page(s) on this website to which you are proposing to link and we will consider your request.

10 PASSWORD

- 10.1 There may be sections of this website which can only be accessed by users who we have given a password.
- 10.2 If we do provide you with a user name and password, it is your responsibility to ensure that these details are kept confidential at all times and you must not disclose your password to any third party.
- 10.3 In the event that a third party gains access to your user name or password, you should notify us immediately by emailing sian@businessmindscapes.com. We are not liable for any loss resulting from your failure to protect the confidentiality of your user name or password.

11 OUR LIABILITY

- 11.1 If we fail to comply with these terms, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of these terms or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time you accepted accessed or used this website and accepted these terms in doing so. We do not accept liability for any loss or damage which was not foreseeable.
- 11.2 To the extent we may lawfully do so we exclude liability for any implied terms and conditions including those implied by statute, common law or the law of equity.

- 11.3 However, nothing in these terms shall affect our liability for death or personal injury caused by our negligence, nor our liability for fraud or serious misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.
- 11.4 Nothing in these terms affect your legal rights as a consumer. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

12 LAWS

- 12.1 If any of the terms is or becomes invalid or contravenes any law then the remaining provisions shall not be affected.
- 12.2 It is intended that the website will be used by persons resident in the United Kingdom.
- 12.3 These Terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.
- 12.4 No waiver shall constitute a waiver of any other terms. No failure by us to exercise a remedy shall constitute a waiver to subsequently exercise any remedy.

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