

**Website Terms and Conditions of Use**

**1. Introduction**

1.1 These terms and conditions shall govern your use of our website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, we kindly request that you do not use our website.

1.3 Our website uses cookies; by using our website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

**2. Credit**

2.1 This document was created using a template from SEQ Legal ([http://www.seqlegal.com](http://www.seqlegal.com/)).

**3. Copyright notice**

3.1 Copyright © (2006) Newton Blue Ltd.

3.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved

**4. Licence to use website**

4.1 You may:

(a) view pages from our website in a web browser

(b) download pages from our website for caching in a web browser

(c) print pages from our website for personal use

(d) stream audio and video files from our website

4.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

4.5 Unless you own or control the relevant rights in the material, you must not:

(a) sell, rent or sub-license material from our website

(b) show any material from our website in public

(c) exploit material from our website for a commercial purpose

4.6 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

**5. Acceptable use**

5.1 You must not:

(a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website

(b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity

(c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software

(d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website

(e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing

(f) violate the directives set out in the robots.txt file for our website; or

(g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)

**6. Registration and profile information**

6.1 You may register with our website by completing and submitting the registration form on our website, and accessing through the link in the email that the website will send to you.

6.2 You must not allow any other person to use your profile.

6.3 You should notify us immediately if you become aware of any unauthorised access to your profile.

**7. User login details**

7.1 If you register with our website, we will provide you with OR you will be asked to choose a user ID and password.

7.2 you must not use your profile or user ID for or in connection with the impersonation of any person.

**8. Cancellation and suspension of account**

8.1 We may:

(a) suspend your cancel your profile

(b) edit your profile details

at any time in our sole discretion without notice or explanation.

8.2 You may request for your personal information and profile on our database to be removed at any time by contacting us in writing or by email at the above address, as per our privacy statement.

**9. Limitations and exclusions of liability**

9.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for fraud or fraudulent misrepresentation

(b) limit any liabilities in any way that is not permitted under applicable law; or

(c) exclude any liabilities that may not be excluded under applicable law.

9.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

(a) are subject to Section 9.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

9.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damages of any nature.

9.4 We will not be liable to you in respect of any loss or corruption of any data, database or software.

**10. Breaches of these terms and conditions**

10.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a) temporarily suspend your access to our website

(b) permanently prohibit you from accessing our website

(c) block computers using your IP address from accessing our website

(d) commence legal action against you, whether for breach of contract or otherwise; and/or

10.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.

**11. Variation**

11.1 We may revise these terms and conditions from time to time.

11.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

**12. Third party rights**

12.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

12.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

**13. Entire agreement**

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

**14. Law and jurisdiction**

14.1 These terms and conditions shall be governed by and construed in accordance with English law.

14.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

**15. Statutory and regulatory disclosures**

15.1 This website is owned and operated by *Newton Blue Ltd*.

15.2 We are registered in [England and Wales] under registration number *4826484*, and our registered office is at *86-90 Paul Street, London EC2A 4NE*.

15.3 You can contact us:

(a) by post, using the postal address given above

(b) online, using our website contact form

(c) by telephone, on the contact number 020 3411 2022

(d) by email, at office@newtonblue.com