

## Rosby Consulting Website Terms of Use

Please read these Terms of Use carefully before using this Site

### 1 About our Terms of Use (the “Terms”)

- 1.1 Reference in these Terms to the Site is intended to refer to our website, [www.rosbyconsulting.com], and all associated web pages (together the “Site”).
- 1.2 These Terms explain how you may use this Site. You should read these Terms carefully before using the Site.
- 1.3 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them and you agree to comply with them. If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.4 We recommend that you print a copy of these Terms for future reference.

### 2 Who we are and how to contact us

- 2.1 Our Site is operated by Rosby Consulting Limited (“We”). We are registered in England and Wales under company number 11286232 and have Our registered office at 20-22 Wenlock Road, London N1 7GU. Our VAT number is 292713293
- 2.2 To contact Us, please email [bernadette@rosbyconsulting.com].

### 3 Definitions

<b>Content</b>	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
<b>Privacy and Cookie Policy</b>	means the policy [see <i>Privacy and Cookie policy on www.rosbyconsulting.com</i> ], which governs how We process any personal data we collect and process about you;
<b>Site</b>	has the meaning given to it in 1.1;
<b>Terms</b>	means these terms and conditions of use as updated from time to time under clause 12;
<b>User Content</b>	has the meaning given to it in clause 7.1;
<b>We, Us or Our</b>	has the meaning given in clause 2.1; and
<b>You or Your</b>	means the person accessing or using the Site.

### 4 Other Terms

Our Privacy and Cookies Policy also applies to Your use of this Site.

## **5 Using the Site**

- 5.1 The Site is for Your personal and non-commercial use only.
- 5.2 You agree that You are solely responsible for all costs and expenses You may incur in relation to Your use of the Site.
- 5.3 The Site is intended for use only by those who can access it from within the UK. If You choose to access the Site from locations outside the UK, You are responsible for compliance with local laws where they are applicable.
- 5.4 We seek to make the Site as accessible as possible. If You have any difficulties using the Site, please contact Us on the contact details provided at clause 2.2.
- 5.5 We may prevent or suspend Your access to the Site if You do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

## **6 Ownership, use and intellectual property rights**

- 6.1 This Site and all intellectual property rights in it including but not limited to any Content (other than your User Content) are, as between You and Us, owned by Us. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of Our rights in any intellectual property in connection with these Terms. This means, for example, that We remain owners of them and free to use them as We see fit.
- 6.2 Nothing in these Terms grants You any legal rights in the Site other than as necessary to enable You to access the Site. You agree not to adjust, to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 6.3 You may only make a copy of any part of Our Site or the Content as is reasonably necessary for Your own personal use or as You otherwise agree with Us in writing. You must not modify any Content You copy from Our Site in any way. Our status (and that of any identified contributors) as the authors of Content on Our Site must always be acknowledged. If You print off, copy or download any part of Our Site, including any Content, in breach of these Terms, Your right to use Our Site will cease immediately and You must return or destroy any copies of the materials You have made.
- 6.4 Where you submit any User Content to the Site you grant Us a perpetual, royalty free, worldwide licence to use, display, copy, amend and create derivate works from that User Content for any purpose, including commercial purposes.

## **7 Submitting information to the Site**

- 7.1 We may from time to time enable features, such as user forums, bulletin boards and chat rooms, that allow you to upload comments, messages, photos, videos or other content (the “**User Content**”). If you use any such feature you must comply with the provisions of this clause 7.
- 7.2 By uploading any User Content you acknowledge and agree that you are the author and owner of that User Content and all rights in it and that it complies with all applicable laws, does not infringe

any rights of any third party, and is not obscene, defamatory or likely to be offensive to any other person and will not cause any damage to Our reputation. You also must not upload any User Content that could be deemed to be junk or spam or, unless we agree in writing otherwise, to advertise any goods or services.

- 7.3 You also agree that we have the right to delete any of the User Content that you may upload from time to time and to edit it and use it as we see fit on our Site and in connection with any of our products or services as may exist from time to time, and in connection with any promotion, publicity or marketing of our Site, products or services as may exist from time to time.
- 7.4 We have the right to disclose Your identity to any third party who is claiming that any User Content posted or uploaded by You to Our Site constitutes a violation of their intellectual property rights, or their right to privacy. We have the right to remove any User Content You post on Our Site.
- 7.5 You must not misuse Our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Site, the server on which Our Site is stored or any server, computer or database connected to Our Site. You must not attack Our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use Our Site will cease immediately.

## **8 Accuracy of information and availability of the Site**

- 8.1 While We try to make sure that the Site is accurate, up-to-date and free from bugs and viruses, neither We nor any of the third party providers of data or information on our Site make any representations, warranties or guarantees, whether express or implied, that the Content on Our Site is accurate, complete or up to date. You should use Your own virus protection software. Furthermore, We cannot promise that the Site will be fit or suitable for any purpose.
- 8.2 Any reliance that You may place on the information on this Site is at Your own risk. Content is provided for Your general information purposes only. It does not constitute medical, technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 8.3 The Site may include information and materials uploaded by other users of the Site, including to user forums, bulletin boards and chat rooms. This information and these materials have not been verified or approved by Us. The views expressed by other users on Our Site do not represent Our views or values.
- 8.4 While We try to make sure that the Site is available for Your use, We do not promise that the Site is available at all times nor do We promise the uninterrupted use by You of the Site or that any Content is up-to-date or not delayed. We may suspend or terminate operation of the Site at any time as We see fit.

## **9 Links and third party sites**

- 9.1 The Site may contain links or references to third party websites. Any such links or references are provided for Your convenience only. We have no control over third party 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 website does not mean that We endorse that third party's website, products or services. Your use of a third party website may be governed by the terms and conditions of that third party website.

- 9.2 You may link to Our home page, provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. You must not establish a link to Our Site in any website that is not owned by You. We reserve the right to withdraw linking permission without notice. If You wish to link to or make any use of Content on Our Site other than that set out above, please contact Us.

## **10 Our responsibility for loss or damage suffered by You**

- 10.1 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 10.2 To the maximum extent permitted by law We exclude all implied conditions, warranties, representations or other terms that may apply to Our Site or any Content on it.
- 10.3 We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, Our Site; or use of or reliance on any Content displayed on Our Site.
- 10.4 In particular, We will not be liable for:
- 10.4.1 loss of profits, sales, business, revenue, anticipated savings, business opportunity, goodwill or reputation or any business interruption; or
  - 10.4.2 any indirect or consequential loss or damage.

## **11 Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

## **12 Variation**

No changes to these Terms are valid or have any effect unless agreed by Us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, You agree to be bound by any variation made by Us. It is Your responsibility to check these Terms from time to time to verify such variations.

## **13 Disputes**

These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. Parties to these Terms agree to the exclusive jurisdiction of the courts of England and Wales.