



## Website Terms of Use

Last updated: 7<sup>th</sup> June 2021

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These terms of use apply to the following website: <https://www.rowlandsme.co.uk/> (the “**Website**”)

By using the Website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use the Website. We recommend that you print or save a copy of these terms of use for your future reference.

These terms of use should be read in conjunction with our Privacy Policy.

These terms of use **do not apply** to any products or services that are described on the Website. Terms relating to our products and services can be accessed via the Membership Terms and Conditions link: [INSERT LINK]

### **Who we are and how to contact us?**

The Website is operated by Rowland SME Business Consulting Limited a company registered in England and Wales with company number 13348750 and whose registered office is at 60 Parham Road, Worthing, England, BN14 0BN.

To contact us, please email [nigel@rowlandsme.co.uk](mailto:nigel@rowlandsme.co.uk) or telephone our customer service line on mobile telephone number 0770 770627 or landline number 01903 262882.

### **We may make changes to these terms.**

We amend these terms from time to time. Every time you wish to use the Website, please check these terms to ensure you understand the terms that apply at that time.

### **We may make changes to the Website.**

We may update and change the Website from time to time to reflect changes to our service offering, our users’ needs and our business priorities.

### **We may suspend or withdraw the Website.**

The Website is made available free of charge.

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted.

We may suspend or withdraw or restrict the availability of all or any part of the Website.

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for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

The Website is directed to people residing in England. We do not represent that content available on or through the Website is appropriate for use or available in other locations.

## **You must keep your account details safe.**

If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at [nigel@rowlandsme.co.uk](mailto:nigel@rowlandsme.co.uk).

## **How you may use material on the Website**

We are the owner or the licensee of all intellectual property rights on the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

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If you print off, copy, or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **Relying on information on the Website**

The content on the Website is provided for 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 the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete, or up to date.

## **We are not responsible for websites we link to**

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## **User-generated content is not approved by us.**

The Website may include information and materials uploaded by other users of the Website, including to 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 the Website do not represent our views or values.

If you wish to complain about content uploaded by other users, please contact us on [nigel@rowlandsme.co.uk](mailto:nigel@rowlandsme.co.uk).

## **Our responsibility for loss or damage suffered by you.**

1. Although care is taken to ensure that the information, opinions and guidance on the Website are accurate and (except in the case of older blogs, articles and similar) up to date, we exclude all express or implied conditions, warranties, representations or other terms regarding the quality, accuracy or completeness of the information, opinions and guidance on the Website and no statement included on the Website may be relied upon as a warranty or representation concerning the services which we provides.
2. While we try to ensure that the Website is available 24 hours a day, we cannot guarantee this and will not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure,

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maintenance, or repair, for reasons beyond our control or any other reason considered by us to be appropriate in the circumstances. We shall have no liability in respect of any such suspension.

3. The Website may contain links to other websites not operated or controlled by us. If you use these links, you will leave the Website. We do not have any control over such linked websites or the content of them and cannot accept any responsibility for them.
4. We cannot accept responsibility for any viruses which may affect or derive from any material you access or download on or from the Website.
5. 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:
  - a. use of, or inability to use, the Website; or
  - b. use of or reliance on any content displayed on the Website.
6. We will not be liable for:
  - a. loss of profits, sales, business, or revenue.
  - b. business interruption.
  - c. loss of anticipated savings.
  - d. loss of business opportunity, goodwill, or reputation; or
  - e. any indirect or consequential loss or damage.

## How we may use your personal information

We will only use your personal information as set out in our Membership Terms and Conditions: [Rowland SME Business Consulting LTD - GPS Network Website/Portal Members' Subscription T&Cs.](#)

## Uploading content to the Website

Whenever you make use of a feature that allows you to upload content to the Website, or to contact other users of the Website, you must comply with the content standards set out in our Membership Terms and Conditions or any other standards that we may amend from time to time.

You warrant that any such contribution does comply with our Membership Terms and Conditions, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer because of your breach of warranty.

You confirm that the content is not illegal or unlawful in any way and has not been the subject of any actual or threatened court or other legal proceedings. You confirm that the content is not defamatory and does not infringe anyone else's rights (including privacy rights).

You also confirm that you have the consent of anyone who is identifiable in any content or the consent of their parent/guardian if they are under the age of 16.

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Any content you upload to the Website will be considered non-confidential and non-proprietary. You retain all your ownership rights in your content, but you are required to grant us a non-exclusive license to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on the Website if, in our opinion, your post does not comply with the content standards set out in our guidance that we may provide to you from time to time.

You are solely responsible for securing and backing up your content.

## **Rights you are giving us to use material you upload.**

When you upload or post content to the Website, you grant us the following rights to use that content:

- Licenses granted to the Website owner.
- Licenses granted to other users of the site or to third parties.

## **We are not responsible for viruses, and you must not introduce them.**

We do not guarantee that the Website will be secure or free from bugs, glitches, security vulnerabilities or viruses.

We do not warrant that use of the Website shall be secure, uninterrupted or error free.

We do guarantee access to the Website where third-party software or hardware prevents you from accessing it.

You are responsible for configuring your information technology, computer programs and platform to access the Website. You should use your own virus protection software.

You must not misuse the Website 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 the Website, the server on which the Website is stored, or any server, computer or database connected to the Website. You must not attack the Website 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 the Website will cease immediately.

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## **Rules about linking to the Website.**

You may link to the homepages of the Website, 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 frame or establish a link to any of the Website 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 the Website 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 Websites other than that set out above, please contact [nigel@rowlandsme.co.uk](mailto:nigel@rowlandsme.co.uk).

## **What happens if there is any dispute?**

If you are a business, these terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

If you are a consumer, please note that these terms of use, their subject matter, and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.