

# Website - Terms of Use

## Terms of Use

Terms of Use This page, together with any documents referred to on it, set out the terms on which you may make use of [www.solutionspt.com](http://www.solutionspt.com) (referred to in these Terms of Use as the "site"). In particular, our [Privacy Policy](#) forms part of these Terms of Use.

PLEASE READ THESE TERMS OF USE CAREFULLY AND IN FULL. THEY MAY HAVE BEEN AMENDED SINCE YOUR LAST VISIT TO THE SITE. BY CONTINUING TO USE THE SITE YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO ANY OF THESE TERMS PLEASE DO NOT VISIT THE SITE.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PARAGRAPH BELOW HEADED "OUR LIABILITY".

In certain circumstances, additional terms and conditions may apply for example if you enter competitions, use or buy products, services or use forums/interactive services. If this is applicable, the relevant terms and conditions will be made clear at the time.

## Information about us

The site is provided by Solutions PT Limited referred to in these Terms of Use as "we" "us" and/or "our". We are registered in England with our registered office at Unit 1 Oakfield Road, Cheadle Royal Business Park, Cheadle Cheshire SK8 3GX. Our registered number is 01937672. Our VAT number is GB 628 8886 73

## Protection of the site's contents

We are the owner or the licensee of all intellectual property rights and data in the site and in all the material published on it. These rights are protected by laws and treaties around the world including, without limitation, copyright, design rights, database rights and trademark laws. You do not have any rights to use the content of the site or such intellectual property or data except as expressly set out in these Terms of Use. Except where permitted by applicable law, these Terms of Use, or otherwise set out on the site, you may not use such trade marks without the prior written permission of Solutions PT Limited.

## Access to the site

Your access to the site is temporary. We reserve the right to suspend, withdraw or amend the whole or any part of the site (including any or all of its content) in any way, at any time, for any length of time, without notice and reserve the right to change the arrangements for access to and to deny access to the site.

We do not guarantee uninterrupted and/or reliable access to the site and make no guarantees whatsoever as to its operation, functionality or otherwise.

You are responsible for making all arrangements necessary for you to have access to the site.

## Access to interactive parts of the site

We may offer interactive features on the site which require you to register with us. You may choose your username and password for interactive parts of the site. Passwords and usernames are for the use of the named person only and you may not transfer it.

You must keep the password confidential and not permit the interactive part of the site to be viewed by anyone who is not a registered user. You must notify us immediately of any actual or suspected unauthorised use of your password(s), by e-mail [info@solutionspt.com](mailto:info@solutionspt.com).

If we have notified you that you are permitted access to the interactive parts of the site but you are unable to access them, please contact us by e-mail to [info@solutionspt.com](mailto:info@solutionspt.com).

We provide any interactive features to facilitate the exchange of information only and for no other purpose.

## Uploading material to the site

Whenever you use the site and/or upload material to an interactive part of the site, or make contact or interact with other users of the site you must comply with the standards set out in these Terms of Use.

Any material you upload to the site and your contributions to our interactive services will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such materials. No payment will be made for the onward use of any material you upload to the site or for your contributions to our interactive services.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

We have the right to remove any material uploaded or posted by you to the site.

## Acceptable use

You may print one copy of, and may download one extract from each page of the site for your personal and/or business references purposes only.

In addition, information expressly made available for download on the site may be downloaded (and printed, if required) in full a reasonable number of times. Such downloads may be used for your personal and/or business reference purposes only.

You must not copy, distribute reproduce or modify any material printed or downloaded from the site. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not remove any indications or ownership from any printed copies or downloads which came from the site under any circumstances. Where no such indications exist, our status (and that of any identified contributors) as the authors of the material must always be acknowledged.

You may not post any copies or downloads which come from the site on any networked computer, or publish them or make any statements or undertake any actions in relation to them (including as to their accuracy) which could result in legal liability for us.

If you print, copy or download any part of the site in breach of these Terms of Use your right to use the site may be withdrawn and you may be required, at our option to return or destroy copies of the materials you have made.

The information contained in the site has been published in good faith and with the aim of ensuring its accuracy, but in some cases it may be incorrect, incomplete or out of date. If we become aware of any material inaccuracies in the information on the site we will use reasonable efforts to correct it.

You may use the site only for lawful purposes. In particular you shall not and shall not attempt to:

- access or monitor the site or any of its content other than using the site's navigational structure or for any purpose other than that expressly permitted in these Terms of Use (whether in accordance with applicable law or not);
- do anything which places an unreasonably large load on the site, or its supporting computer systems;
- attempt to disrupt or interfere with the site in anyway or with another person's use of the site (including monitoring any aspect of such use), or use the site as a means of disrupting or interfering with other sites;
- probe, scan or test the vulnerability of the site or any network connected to it; use any device to obtain personal data and information through the site;
- use the site to receive, access or transmit material that promotes violence, is unauthorised, unlawful, inflammatory, obscene, sexually explicit, pornographic, defamatory, hateful, threatening, degrading, racist, deceptive, in breach of confidence or in breach of third party intellectual property rights (including, without limitation, copyright, trade marks and database rights) or otherwise objectionable or unlawful;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- harm minors in any way;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- harass, upset, embarrass, alarm or annoy any other person;
- insert or knowingly or recklessly transmit or distribute a virus into our network and computer systems so as to cause harm to the site, us or other users or which is likely to bring the site or us into disrepute;
- impersonate any person, or entity or misrepresent your affiliation with any person or entity;
- wilfully corrupt any data, documents or material available on the site;
- promote any illegal activity;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- assist, encourage or permit any other person to do any of the acts described above.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the site in contravention of the provisions of these Terms of Use;

- not to access without authority, interfere with, damage or disrupt:
  1. others' use of the site;
  2. any part of the site;
  3. any equipment or network on which the site is stored;
  4. any software used in the provision of the site; or
  5. any equipment or network or software owned or used by any third party.

All the above are forbidden regardless of the means used, including but no limited to, hacking or by the introduction of any worms, trojans, virus or other software.

## Breach of these Terms of Use

We will determine, in our discretion, whether there has been a breach of the Terms of Use through your use of the site. When a breach of the Terms of Use has occurred, we may take such action as we deem appropriate, including, but not limited to, the following:

- closure of the site; immediate, temporary or permanent withdrawal of your right to use the site;
- immediate, temporary or permanent removal of any posting or material uploaded by you to the site;
- issue of a warning to you;
  - take legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from your actions;
- further legal action against you;
- and/or disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

## Linking and links to other websites

### Links to the site

You may create links to the homepage of the site, but no other page, provided that you comply with the provisions of this section. You must create the link 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, or which implies that any of the content of the site is your own or licensed to you, or which otherwise amounts to framing. You must not establish a link from any website that is not owned by you.

We reserve the right to withdraw linking permission at anytime without notice. We reserve the right to employ such measures as are necessary to remove any linking or framing to the site.

## Links to other websites

The site may have links to other websites. Such links are provided for your convenience only and are not endorsed by us.

Other websites are not under our control and we are not responsible for their content. Queries about such websites should be directed to their operators.

If you decide to access other websites using the links we provide, you do so entirely at your risk.

## Our Liability

### YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

To the extent permitted by law, we hereby expressly exclude:

- all liability (whether arising in contract, tort (including, without limitation, negligence) and/or breach of statutory duty or otherwise)) arising out of any third party use of the site or third party statements made on the site;
- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- any liability for any indirect or consequential loss or damage whether arising in contract, tort (including, without limitation, negligence) and/or breach of statutory duty or otherwise incurred by any user in connection with his/her/its use or inability to use the site including any failure, suspension or withdrawal of all or any part of the site, or results of the use of the site, any websites linked to it and any materials posted on it;
- any liability (whether arising in contract, tort (including, without limitation, negligence) and/or breach of statutory duty or otherwise) for:
  1. loss or damage to any software and/or hardware;
  2. loss of income or revenue;
  3. loss of business;
  4. loss of profits or contracts;
  5. loss of anticipated savings;
  6. loss of data;
  7. loss of goodwill; and
  8. wasted management or office time.

Subject to the paragraph below, our maximum aggregate liability (whether arising in contract, tort (including, without limitation, negligence) and/or breach of statutory duty or otherwise) shall be limited to £500 and our liability for any statements made by us on the site shall be limited to £5,000,000.00.

Nothing in these Terms of Use limits our liability for death or personal injury arising from our negligence, nor our liability for fraud, fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## General

You acknowledge and agree that damages alone may not be an adequate remedy for us if there is a breach or threatened breach of these Terms of Use and that in such situations we

are entitled to seek all statutory and equitable remedies available to us (including, but not limited to, injunctions and specific performance).

Each right or remedy of yours and ours in respect of these Terms of Use shall not affect any other right or remedy of yours or ours whether under these Terms of Use or not.

If any provision of these Terms of Use is found by any court, tribunal or administrative body to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, enforceability or unreasonableness, not be a part of these Terms of Use and the remaining provisions shall continue in full force and effect.

The formation, existence, construction, performance, validity and all aspects of the contract formed in respect of your use of the site shall be governed by English law and we and you submit to the non-exclusive jurisdiction of the English courts.

Any waiver by us of any breach of, or any default under, any part of these Terms of Use by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the contract unless it is expressly confirmed in writing by us.

These Terms of Use constitute the whole agreement between you and us and supersede all previous agreements between you and us relating to its subject matter. You acknowledge that, in entering into the contract, you have not relied on, and, subject to the last paragraph of the "OUR LIABILITY" section, shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms of Use.

## Changes to the Terms of Use

We reserve the right to change the Terms of Use at any time. When we make changes, we shall update the version number of the policy and publish the latest Terms of Use on the site.