

# TERMS AND CONDITIONS

Effective Date: 02/02/2023

## 1. Introduction

1.1 This website is owned and operated by Actura Associates Ltd. Our company information is at the end of this document.

1.2 Please read these terms and conditions carefully. They cancel and replace any previous versions. By registering on or using our website (as defined below) you agree to be bound by these terms and conditions. Please print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future. These terms and conditions are available in the English language only.

1.3 These terms and conditions apply to all Users.

## 2. Definitions

2.1 Capitalised terms have the following meanings in these terms and conditions:

- a) “Content” – all information of whatever kind published, stored or sent on or in connection with our website.
- b) “User” – persons or organisations using our website (whether or not registered with us).

## 3. Changes to the terms and conditions

3.1 We may change these terms and conditions by posting the revised version on our website. Please check our website from time to time. You will be bound by the revised agreement if you continue to use our website following the effective date shown.

## 4. Use of our website

4.1 We grant Users a limited personal non-transferable right to use our website subject to these terms and conditions.

4.2 You are not eligible for, and must not use, our website if you are under 18 years of age.

4.3 You agree that you will not in connection with the website:

- a) breach any applicable law, regulation or code of conduct;
- b) publish or send any Content (including links or references to other content), or otherwise behave in a manner, which:

- i) is defamatory, threatening, harassing, invasive of privacy, offensive, vulgar, racist, hateful, discriminatory, obscene, pornographic, sexually suggestive, promoting of self-harm, misleading, abusive or deceptive;
  - ii) infringes any intellectual property or other rights of others;
  - iii) involves phishing or scamming or similar; or
  - iv) we otherwise reasonably consider to be inappropriate;
- c) sell access to the website;
  - d) use the website to provide a similar service to third parties or otherwise with a view to competing with us;
  - e) sell advertising, sponsorship or promotions on or in connection with Content except where explicitly authorized by us;
  - f) use the website for any commercial or non-private purposes;
  - g) use the website for junk mail, spam, pyramid or similar or fraudulent schemes;
  - h) do anything which may have the effect of disrupting the website including worms, viruses, software bombs or mass mailings;
  - i) do anything which may negatively affect other Users' enjoyment of the website;
  - j) gain unauthorised access to any part of the website or equipment used to provide the website;
  - k) use any automated means to interact with our systems excluding public search engines; or
  - l) attempt, encourage or assist any of the above.

4.4 You must not do anything which damages, or might damage, our reputation.

4.5 You must comply with any guidelines or requirements on our website.

4.6 You must promptly comply with any reasonable request or instruction by us in connection with the website.

4.7 You must ensure that any contact or other information which you supply to us is accurate and not misleading and you will update it so that it remains so.

## **5. Important – the nature of our website**

5.1 We are independent consultants specialising in drafting correspondence with public and commercial sector organisations across the UK, delivering cost effective savings and efficient solutions to everyday modern complaints. We are not a legal or financial company, however, we provide a professional partnership with our clients to achieve successful results.

## **6. Third party services / advertising / websites**

6.1 We may use third party-provided services or display third party advertising within our website and/or link to third party websites which may be of interest to you. We do not recommend or endorse, nor are we legally responsible for, those sites or services. You use them at your own risk.

## **7. Guidance by us**

7.1 Any guidance or similar information which we ourselves make available on our website is intended as very general guidance information but we cannot guarantee that it is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. The information is not intended as professional or other advice. You rely on such information at your own risk.

## **8. Refund Policy**

8.1 The Refund Policy is available on our website.

## **9. Functioning of our website**

9.1 We do not guarantee that the website will be uninterrupted or error-free and are not responsible for any losses arising from such interruptions or errors.

9.2 We are entitled, without notice and without liability, to suspend the website for repair, maintenance, improvement or other technical reason.

9.3 We are entitled, without notice and without liability, to make changes to the website provided these do not have a material adverse effect.

## **10. Liability**

10.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.

10.2 You must give us a reasonable opportunity to remedy any matter for which we are potentially liable before you incur any costs remedying the matter yourself.

10.3 We shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:

- a) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
- b) such loss or damage was not foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
- c) such loss or damage is caused by you, for example by not complying with this agreement; or
- d) such loss or damage relates to a business.

10.4 You will be liable for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement or misuse of our website (subject of course to our obligation to mitigate any losses).

## **11. Intellectual property rights**

11.1 All trade marks, logos, Content, graphics, images, photographs, animation, videos, text and software used on the website are our intellectual property or that of our partners. For the purposes of your personal use only, you may view such material on your screen and print a single copy. You may not otherwise use, sublicense, retrieve, display,

modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by applicable law) or create extracts of, or derivative works from, such material without our specific prior written consent.

11.2 Just to be clear – you must not collect, scrape, harvest, frame or deep-link to any Content on our website without our specific prior written consent.

## **12. Privacy**

12.1 You acknowledge and agree that we may process your personal data in accordance with the terms of our [privacy and cookies policy](#) which is subject to change from time to time.

## **13. Events outside our control**

13.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

## **14. Transfer**

14.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

## **15. English law**

15.1 These terms and conditions shall be governed by English law and any disputes will be decided only by the courts of the United Kingdom. You may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/consumers/odr/>.

## **16. General**

16.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a “waiver” (i.e. that it cannot be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, then it will be replaced with a provision which as far as possible achieves the same thing and the rest of the agreement shall continue to apply. A person who is not a party to this agreement shall have no rights to enforce this agreement except insofar as expressly stated otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement constitutes any party as agent, employee or representative of the other.

## **17. Complaints**

17.1 If you have any complaints, please contact us via email [support@acturaassociates.co.uk](mailto:support@acturaassociates.co.uk).

**18. Company information**

18.1 Company name: Actura Associates Ltd.

18.2 Country of incorporation: England

18.3 Registered number: 14614725

18.4 Registered office: Old Gloucester Street, London, United Kingdom, WC1N 3AX

18.5 Other contact information: please contact us via email [support@acturaassociates.co.uk](mailto:support@acturaassociates.co.uk).