

## **TERMS OF WEBSITE USE**

This page tells you the terms of use on which you may make use of our website [www.corporate-energising.com](http://www.corporate-energising.com), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

### **INFORMATION ABOUT US**

[www.corporate-energising.com](http://www.corporate-energising.com) is a site operated by Corporate Energising Ltd. ("We"). We are registered in England and Wales under company number 5629395 and have our registered office at The Moorings, 15 Cecil Avenue, Ashurst, Southampton, Hampshire. SO407BG

### **ACCESSING OUR SITE**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

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, and 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 opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

### **INTELLECTUAL PROPERTY RIGHTS**

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

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Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

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

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

#### **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

#### **OUR SITE CHANGES REGULARLY**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

#### **OUR LIABILITY**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by law;
- Any liability for any loss or damage caused by us or our agents in circumstances where there is no breach of legal duty or care owed to any user by us or by any of our employees or agents, such loss or damage is not a reasonably foreseeable result of any such breach and any increase in loss or damage resulting from breach by a user of any term of the Agreement;
- Any liability (whether direct or indirect) for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and
  - for any other loss or damage of any kind,

in each case however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

#### **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

By using the services on our website, you consent to the collection, use and disclosure of your personal information (Personal Information) in the manner described below.

Personal Information may be requested whenever you choose to request information about our services. The type of Personal Information we may request will be tied to the type of service you are using but may include:

- Your name and contact information (including e-mail address) and any other details you provide to us; and
- Records of any correspondence when you contact us.

Where you provide us with information which identifies individuals other than yourself (for example, their name and address), you confirm that you have the consent of those people to provide us with that information.

**We use Personal Information to communicate with you by email and/or post regarding the services you request and to inform you of site changes.** We use your e-mail and mailing address to inform you of site changes and provide you with the services you request.

***Opt out: You will be given the opportunity to opt out of receiving any communication from us***

***E-mail contact and opt in: From time to time we may send you information about our services or other information which we think you might find interesting. In order to receive these e mails from us you must opt in to receive communications from us.*** If at any point you decide to opt out we will not be able to send you any information.

#### **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

#### **LINKING TO OUR SITE**

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, but 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 from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to make any use of material on our site other than that set out above, please address your request to [info@corprate-energising.com](mailto:info@corprate-energising.com)

#### **LINKS FROM OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **JURISDICTION AND APPLICABLE LAW**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **YOUR CONCERNS**

If you have any concerns about material which appears on our site, please contact [suegravells@corporate-energising.com](mailto:suegravells@corporate-energising.com)

**Thank you for visiting our site.**