

# PRIMARY PEOPLE LIMITED WEBSITES TERMS OF USE

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[www.primarypeople.co.uk](http://www.primarypeople.co.uk) (the "Websites").

These Terms of Use and any documents referred to in it set out our terms for your use of the Websites. If you continue to browse and use the Websites you are agreeing to comply with and be bound by these Terms of Use, which together with our Privacy Policy, Cookies Policy and Terms & Conditions of Service govern our relationship with you in relation to the Websites.

**IF YOU DISAGREE WITH ANY PART OF THESE TERMS OF USE PLEASE IMMEDIATELY STOP USING THE WEBSITES.**

RICHARD MAUN (International Executive Development Specialist), the INSTITUTE OF FELLOWS and PRIMARY PEOPLE are trading styles of Primary People Limited, Company Number 5541580 (Registered in England and Wales) whose registered office is at 43 Bull Street, Holt, Norfolk NR25 6HP.

## OTHER APPLICABLE TERMS

These Terms of Use refer to the following additional terms, which also apply to your use of the Websites:

- our **Privacy Policy**, which sets out the terms on which we process any personal data we collect from you, or that you provide to us;
- our **Cookies Policy**, which sets out information about the cookies on the Websites.

## Websites Access

We grant access to users of our Websites on a temporary basis only. We are entitled to restrict access to the Websites at any time and will not be liable to you if the Websites is unavailable. We may limit the availability of the Websites or any service described on the Websites to any person or geographic area at any time.

You are responsible for ensuring that you have appropriate equipment and arrangements to allow you to use the Websites. If persons other than you will access the Websites using your internet connection, you are responsible for bringing these Terms of Use to their attention and ensuring that they abide by them.

## Using the Websites

You agree that your use of the Websites will not be in such a way which could cause:

- the Websites to be interrupted, damaged or impaired (by uploading a virus or otherwise);
- offence or detriment to any other person who uses the Websites or any services offered;
- Primary People Limited, you or any other user of the Websites to be in breach of applicable law or regulation; or
- detriment to any person who supplies services to Primary People Limited in connection with the Websites.

Unauthorised use of this Websites may give rise to a claim for damages and/or be a criminal offence.

## Relying on content on the Websites

The information and content on the Websites is for your general information only and no representations are made, or warranties or guarantees given, that the information and content is correct, up-to-date or complete. We reserve the right to alter content on the Websites as we deem necessary or appropriate. We are not obligated to keep any content or information on the Websites updated.

## Security

Your communications with us through the Websites are at your own risk and, due to the nature of the Internet, we do not guarantee that any communication sent in this manner will reach us safely or without being intercepted.

## Viruses, hacking and other offences

You are responsible for ensuring that you have effective virus protection software and we do not guarantee that our Websites is or will be free of viruses. You will not knowingly introduce viruses or other malicious or technologically harmful material to our Websites, misuse our Websites, attempt to gain unauthorised access to our Websites by any means, or attack (or attempt to attack) our Websites with denial-of-service or distributed denial-of-service attacks.

Any breach of this clause is a criminal offence under the Computer Misuse Act 1990 and your permitted use of the Websites will be withdrawn immediately. We will treat any breach of this clause extremely seriously. Offences or attempted offences will be reported to the relevant authorities and we will fully support their investigations by any means necessary, including by disclosing your identity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment or other proprietary material due to your use of the Websites or due to your downloading of any content from it, or on any Websites linked to it.

### **Linking to our Websites**

You are permitted to link to the homepage of our Websites, providing that the way in which you do so is fair and legal, our reputation is not damaged (or taken advantage of), or that you do not attempt to suggest that you are associated with us in any way, including any suggestion made that we endorse or approve you.

For further enquiries, or if you wish to make any use of any other material on our Websites other than that stated above, please contact us at [richard@primarypeople.co.uk](mailto:richard@primarypeople.co.uk).

### **Third party links from our Websites**

Links or information may appear on our Websites which belong to third parties. Such links and/or information are strictly for your information only. We will not be responsible for the content of Websites linked on the Websites and will not be liable for any loss or damage that may arise from your use of them as we do not have control over the content of the linked Websites or information.

### **Intellectual Property**

This Websites and the material contained on it is owned by, or licensed to, us. This material includes, but is not limited to content, designs, layout, look, appearance and graphics. Those works are protected by various intellectual property right laws and treaties around the world. All such rights are reserved.

If you wish to use any content on the Websites, you must obtain our prior written consent.

Any unauthorised reproduction or use of the Websites or the any material contained on it may be subject to prosecution, particularly for infringement of copyright.

If you use any part of the Websites in breach of these Terms of Use, your right to use the Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have accessed through the Websites.

### **Limitation of Liability**

Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Websites or any content on it, whether express or implied. You acknowledge that you are solely responsible for the use to which you put the Websites and all the information that you obtain from it.

We will not be liable to any user 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, the Websites;
- use of or reliance on any content displayed on the Websites;
- any errors or omissions on the Websites;
- any loss or damage caused by a virus, distributed denial-of-service attack; or
- loss or damage from any third party Websites links.

Please note that in particular, we will not be liable for: loss of profits, sales, contract, use, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; pure economic loss; or any indirect or consequential loss or damage.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services by us to you, which will be set out in the Primary People Limited Terms & Conditions of Service.

### **Variations**

We may update these Terms of Use or any of the documents which are referred to herein from time to time and we will do so by amending the relevant web page. You should occasionally check this page to check if there have been any changes as you will be bound by them. We recommend that you print a copy of these Terms of Use for future reference.

### **Severability**

If any part of these Terms of Use is found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the remainder of its terms. These Terms of Use shall be deemed amended by modifying or severing such part as necessary to render them valid, legal and enforceable whilst preserving their intent or, if that is not possible, by substituting another provision that is valid, legal and enforceable that gives equivalent effect to the parties intent. Any such invalid or unenforceable part or parts shall be severable from these Terms of Use in any other jurisdiction and the validity of the part(s) in question shall not be affected thereby.

### **Jurisdiction and Applicable Law**

These Terms of Use, including any non-contractual obligations, are governed by English law and you agree to irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

### **Queries**

If you have any queries about the Websites or these Terms of Use, please contact us at [richard@primarypeople.co.uk](mailto:richard@primarypeople.co.uk).

*Last Updated: April 2018*