

TERMS AND CONDITIONS OF WEBSITE USE

(Last updated - ___ 6 June 2024 ___)

1. What these terms cover

These terms govern your use of our website https://www.thebrochurestudio.co.uk ("our site").

2. Who we are and how to contact us

Our site is operated by **The Brochure Studio Limited** ("we", "our", "us"), a company incorporated in England and Wales.

Registered number:16493111
For any questions about these terms, email hello@thebrochurestudio.co.uk

3. By using our site you accept these terms

Accessing or using any part of our site constitutes your agreement to be bound by these terms. If you do not agree, you must not use the site.

4. Other terms that apply

Our **Privacy Policy** and **Cookie Policy** (linked in the footer) form part of these terms and also apply to your use of the site.

5. Changes to these terms or to our site

We may amend these terms at any time by posting the updated version on this page. Your continued use of the site after changes appear constitutes acceptance of the revised terms.

We may update or change any aspect of the site without notice and do not guarantee that any part will always be available.

6. Suspension or withdrawal of our site

We may suspend, withdraw or restrict the availability of all or any part of the site for business or operational reasons. Reasonable notice will be given where practicable. You are responsible for anyone accessing the site via your internet connection complying with these terms.

7. Account details and security

If you choose, or are provided with, a user ID, password or any other security information, you must treat it as confidential. We may disable any user ID or password if, in our opinion, you have failed to comply with these terms. Suspected unauthorised use must be reported immediately to hello@thebrochurestudio.com.

8. Intellectual property rights

We (or our licensors) own all intellectual property rights in the site and all material published on it ("Content"). Except as expressly permitted in writing, you must not copy, reproduce, modify, distribute, create derivative works from, or commercially exploit any part of the site or its Content.

Printing, downloading or otherwise copying any part of the site in breach of these terms will immediately terminate your right to use the site and you must, at our option, return or destroy any copies made.

9. Permitted and prohibited uses

You must **not**:

- introduce viruses, trojans, worms, logic bombs or other harmful material;
- attempt unauthorised access to the site, its server or any connected database;
- carry out denial-of-service attacks;
- conduct data mining, scraping or similar automated harvesting of the site or its Content.

Breaching these provisions may constitute a criminal offence under the Computer Misuse Act 1990. We will report any breach to lawenforcement authorities and disclose your identity to them.

10. Reliance on information

The Content on our site is provided for general information only. It is not intended as advice on which you should rely. Professional or specialist advice should be obtained before taking, or refraining from, any action based on the Content. While we endeavour to keep information accurate and current, we make no representations, warranties or guarantees that the Content is accurate, complete or up to date.

11. Links to third-party sites

Links to external websites are provided for convenience only. We have no control over the contents of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. Accessing third-party sites is at your own risk.

12. Our liability

- Nothing in these terms limits or excludes our liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
- We do not guarantee the site will be secure or free from bugs or viruses. You are responsible for configuring your own IT and using virus protection.
- All implied conditions, warranties and representations are excluded to the extent permitted by law.
- We will not be liable for:
 - o loss of profits, business, revenue or contracts;
 - loss of data;
 - business interruption;
 - any indirect or consequential loss or damage;
 - loss or damage that was not reasonably foreseeable.

13. Linking to our site

You may link to our home page provided the link is fair, legal and does not damage or exploit our reputation. You must not suggest any form of association, approval or endorsement on our part where none exists, nor frame our site on any other site. We may withdraw linking permission without notice.

14. Governing law and jurisdiction

These terms (and any non-contractual obligations arising out of them) are governed by the laws of England and Wales. The courts of England and Wales have non-exclusive jurisdiction, except that if you are domiciled in Scotland you may also bring proceedings in Scotland.

15. Severability

If any provision of these terms is held invalid or unenforceable, that provision shall be deleted, but the remaining provisions will continue in full force.

16. Transfer of rights

We may transfer our rights and obligations under these terms to another organisation. You may not transfer any of your rights or obligations without our written consent.