
WEBSITE TERMS AND CONDITIONS OF USE

in respect of

Cydnee Brook

You should read these website terms and conditions (“Terms”) carefully before using this website. Using the Site indicates that you accept these terms regardless of whether or not you choose to utilise our services. If you do not accept these terms, do not use the website. You should also read the Terms and Conditions about the services on this website.

1. ABOUT OUR TERMS

- 1.1 These Terms explain how you may use this website (the Site).
- 1.2 References in these Terms to the Site includes www.cydneebrook.com and all associated web pages.
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by e-mail: cydneejbrook@gmail.com (the majority of email enquiries shall be answered within 24 hours Monday to Friday 9am to 5pm).

1.7 Definitions

"**Content**" means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;

"**Terms and Conditions**" means the terms and conditions, which will apply to you when you utilise our services;

"**Site**" has the meaning given to it in clause 1.1;

"**Terms**" means these terms and conditions of use as updated from time to time under clause 11;

"**Unwanted Submission**" has the meaning given to it in clause 5.1;

"**we**" means Cydnee Brook of 7 Catherington Lane, Waterloooville, Portsmouth PO8 9HS (and "**us**" or "**our**" shall have the same meaning); and

"you" means the person accessing or using the Site or its Content (and you shall have the same meaning).

1.8 Your use of the Site means that you must also comply with our Terms and Conditions, where applicable.

2. USING THE SITE

2.1 You agree that you are solely responsible for:

2.1.1 all costs and expenses you may incur in relation to your use of the Site; and

2.1.2 keeping your password and other account details confidential.

2.2 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

2.3 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at cydneejbrook@gmail.com.

2.4 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3. YOUR PRIVACY AND PERSONAL INFORMATION

3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy and cookie policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

3.2 Our privacy policy is available at www.cydneejbrook.com

4. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

4.1 The Site and all intellectual property rights in it including but not limited to any Content are owned by us. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve

all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.

4.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

4.3 Our trade marks and trade names will be used on the Site. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

5. SUBMITTING INFORMATION TO THE SITE

5.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable (Unwanted Submissions). While we value your feedback, you agree not to submit any Unwanted Submissions.

5.2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

6. ACCURACY OF INFORMATION AND AVAILABILITY OF THE SITE

6.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.

6.2 We may suspend or terminate operation of the Site at any time as we see fit.

6.3 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It

does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

- 6.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

7. HYPERLINKS AND THIRD PARTY SITES

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

8. LIMITATION ON OUR LIABILITY

- 8.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 8.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in the relevant agreement between us and you.
- 8.3 If you are a business user:
- 8.3.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.
- 8.3.2 We will not be liable to you 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:
- (a) use of, or inability to use, our Website; or
 - (b) use of or reliance on any content displayed on our Website.
- 8.3.3 In particular, we will not be liable for:
- (a) loss of profits, sales, business, or revenue;

- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect, special or consequential loss or damage.

8.4 If you are a consumer user:

8.4.1 Please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.4.2 We will not be liable to you for losses that:

- (a) were not foreseeable to you and us when these Terms were formed; or
- (b) that were not caused by any breach on our part.

9. EVENTS BEYOND OUR CONTROL

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

10. RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

11. VARIATION

These Terms are dated 24.1.22. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 11. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

12. DISPUTES

- 12.1 We will try to resolve any disputes with you quickly and efficiently.
- 12.2 If you are unhappy with us please contact us as soon as possible.
- 12.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:
 - 12.3.1 let you know that we cannot settle the dispute with you; and
 - 12.3.2 give you certain information about our alternative dispute resolution provider.
- 12.4 If you want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to these Terms.
- 12.5 The laws of England and Wales will apply to these Terms.