

Website Terms of Use

These Terms of Use apply to your use of all or any part of our website (www.tiptontraining.co.uk) and to any email correspondence between Tipton Training Limited and you.

Please read these Terms of Use carefully. By using this website you are deemed to accept these Terms of Use. We reserve the right to amend these Terms of Use from time to time and recommend that you review them regularly. Your continued use of this website after changes have been posted constitutes your acceptance of these Terms of Use as amended.

If you do not agree to any of these Terms of Use, our privacy policy or our copyright notice please do not use this website.

All references in these Terms of Use: to the "**Website**" refer to this Website (www.tiptontraining.co.uk); to "**you**" and "**your**" refer to you, the user; to "**we**", "**us**" and "**our**" refer to Tipton Training Limited; to "**Content**" refer to the text, graphics, photographs, information and other material displayed from time to time on the Website; and to "**Services**" refer to the services that we provide via our Website.

1 INFORMATION ABOUT US

1.1 This Website is operated by us, Tipton Training Limited, a company registered in England and Wales under company number 06809659. Our registered office is situated at c/o Christian Douglas LLP, 2 Jordan Street, Knott Mill, Manchester M15 4PY and our principal trading address is Peter House, Oxford Street, Manchester, M1 5AN.

2 USE OF OUR WEBSITE

2.1 You agree to use this Website in accordance with these Terms of Use.

2.2 You agree that you will not:

attempt to access our systems or reverse-engineer, decompile, disassemble or otherwise tamper with the Website, its Content and/or any software used in connection with the Website;

post on or transmit to or from the Website any material that is threatening, defamatory, obscene, indecent, offensive, discriminatory, inflammatory, blasphemous, criminal, in breach of confidence or privacy or a third party's rights or which may otherwise cause annoyance or inconvenience;

use the Website for fraudulent or criminal activities;

transmit any virus, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data onto the Website;

use any manual or automated software, devices, or other processes to "crawl" or "spider" any web pages contained in the Website;

monitor or copy, or allow others to monitor or copy, our web pages or the content included herein;

"frame" or otherwise simulate the appearance or function of this Website; or

take any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorised access, or transmission or activation of computer viruses.

2.3 We will fully co-operate with all law enforcement authorities and court orders requesting or directing us to disclose the identity of or to locate anyone posting any defamatory, obscene or otherwise illegal material onto the Website and/or using the Website in respect of any fraudulent activity.

2.4 If you breach any of the Terms of Use, we reserve the right to withdraw your access to the Website.

2.5 Please note that access to our Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any reasons beyond our control.

3 INTELLECTUAL PROPERTY RIGHTS IN OUR WEBSITE

3.1 We are the owner or the licensee of the copyright, trade marks and all other intellectual property rights in the Content and expressly reserve all rights in the same.

3.2 Reproduction of the copyright, trade marks and all other intellectual property rights in the Content is prohibited other than in accordance with our copyright notice. In particular, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service or used for any commercial purposes whatsoever without our prior written permission.

4 LINKING TO THE WEBSITE

4.1 You may create a link from your own website to the Website provided that you obtain our prior written consent and provided that you only do so on the basis that you link to, and do not replicate, the home page of this Website and you **DO NOT**:

create a frame or any other browser or border environment around this Website;

in any way imply that we endorse, approve or are associated with any properties, products or services other than our own;

misrepresent your relationship with us or present any other false information about us;

use any of our Content or trade marks without our express written permission;

link from a website that is not owned by you; or

display any content on your website that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

4.2 We expressly reserve the right to revoke without prior notice any right we grant to you to link to our Website should you breach any of these Terms of Use.

5 OUR LINKS TO OTHER WEBSITES

exclusive jurisdiction of the courts of England and Wales.

- 5.1 Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over, and make no endorsement of, the content or availability of these third party websites. We accept no liability for any statements, information, products or services that are published on or accessible through any websites owned or operated by third parties and you use and rely on the same at your own risk.

6 DISCLAIMER

- 6.1 Commentary and other materials posted on our Website 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 Website, or by anyone who may be informed of any of the Content.

- 6.2 The Content of our Website is provided without any guarantees, conditions or warranties as to its accuracy. To the maximum extent permitted by law, we exclude:

all liability for any communications that are lost, intercepted, altered or otherwise accessed by third parties;

all liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or which results from the use of our Website, any websites linked to it and any materials posted on it, including 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, whether caused by tort (including negligence), breach of contract or otherwise; and

all liability arising from any unauthorised access to or use of our servers or any interruption in use of the Website.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation.

7 ENFORCEABILITY

- 7.1 If any of these Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining Terms of Use which will continue to be valid to the fullest extent permitted by law.

8 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 8.1 We have the right to revise and amend these Terms of Use from time to time and any changes will be posted to our Website.

9 LAW AND JURISDICTION

- 9.1 These Terms of Use will be governed by the law of England and Wales. Any dispute arising in connection with the same shall be subject to the