

## **TERMS AND CONDITIONS**

### **Website Terms for [www.successconnections.co.uk](http://www.successconnections.co.uk) (the Website)**

These Website Terms tell you how you may use the Website. These terms only relate to your use of this Website.

Please read these Website Terms carefully before you use the Website. They are a legally binding agreement and contain important information on your legal rights and obligations.

These Website Terms also incorporates the Privacy Notice, which tells you how we use your personal information and tells you what cookies we use on this Website.

By accessing or using the Website you accept these Website Terms and agree to comply with them. If you do not agree to these Website Terms, please do not use any part of the Website.

### **Changes to these Website Terms and the Website**

We may revise and update these Website Terms at any time and will indicate at the top of the page when these Website Terms were last revised. Please periodically review these Website Terms as your continued use of the Website indicates your agreement to any changes that we make.

We aim to update the Website regularly, and may change the Website at any time. However, any of the content on the Website may be out of date at any given time, and we are under no obligation to update such content.

### **Accessing and using the Website**

We permit access to the Website on a temporary basis. We reserve the right to withdraw or amend access to the Website, without notice at any time.

If we withdraw or amend your access to the Website (including to any Content posted/uploaded by you) we may delete or block access to any content on the Website (including to any Content) or in your account (whether uploaded by you, other users or otherwise), and we are under no obligation to unblock or reactivate your account. We will not be responsible to you if for any reason the Website, Content, or your account is unavailable at any time or for any period.

If your access to the Website is terminated (whether by you or by us) these Website Terms will remain in effect.

You must not use the Website for any illegal purpose or for any purpose that in our reasonable opinion damages our reputation or the reputation of any of our company or other users.

### **Usage rights**

By submitting Content, you give us an unrestricted right to copy, adapt, publish, translate, create derivative works, distribute, communicate to the public, perform, sell, licence and otherwise use the Content for any purpose in any form anywhere in the world for the full duration of your legal right.

### **No moderation or monitoring**

We will not as a matter of course monitor or moderate any Content on this Website. However, if we decide to, we may from time to time monitor or moderate Content on this Website for any reason, for example, as a result of receiving an abuse notification under the section below or otherwise if we have reason to believe any Content does not comply with these Website Terms.

### **Abuse notifications**

If you believe that any Content on this Website infringes your rights, or is otherwise contrary to these Website Terms, you may send a notification of that alleged unlawful Content by contacting us using the contact details at the end of this page.

### **Abuse of User guidelines**

If you believe that any Content on this Website infringes your rights, or is otherwise contrary to

these Website Terms, you may send a notification of that alleged unlawful Content by contacting us using the contact details at the end of this page.

### **Our Intellectual Property**

We (and our licensors) are the owner of all rights in the Website and we reserve all such rights. You may only use the Website and the content in the Website as expressly stated in these Website Terms. You are prohibited from selling, licensing, distributing or otherwise making available the Website or the content in the Website.

You must not remove, modify or hide any branding or copyright or trade mark statements on such content printed or downloaded from the Website.

Success Connection Utility Consultancy & Engineering Services Ltd and other marks used on the Website are our trademarks or those of our licensors and may not be used without our prior written permission.

### **Your liability to us**

If you do not comply with these Website Terms, and we incur any costs, loss, claims, expenses and other liabilities which result from your non-compliance, you agree to reimburse us for such costs, loss, claims, expenses and other liabilities. This is in addition to any other specific remedies we have in these Website Terms or under the law generally (such as our right to prevent you accessing the Website).

### **Our liability to you**

Information on the Website. The information on the Website is generic and does not relate to your specific circumstances or requirements. The information and content on the Website are provided without any guarantees, conditions or warranties as to their accuracy, relevance or appropriateness for you. We will have no liability arising from:

- Your use or your inability to use the Website or any information/content on the Website; or
- Any information/content available on the Website; or
- Any reliance you place on any information/content available on the Website.

Third party rights. We provide no assurance that the use by you of information or content available on the Website (whether provided by us or other users) will not infringe third party rights (including, without limitation, intellectual property rights or privacy rights) and we will have no liability in this regard.

General exclusions of liability. We are only legally responsible to you as set out in these terms and conditions. We have no other duty or legal responsibility to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as this is allowed by law.

We will not be legally responsible to you for any event or circumstance beyond our reasonable control.

We are not legally responsible to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be legally responsible to you for any loss you suffer as a result of your responsibilities to any other person (however this is caused).

Nothing in these Website Terms will exclude our legal responsibility for death or personal injury caused by our negligence or legal responsibility resulting from us failing to carry out our legal duty under Part 1 of the Consumer Protection Act 1987 or for fraud.

Limitation of liability. Subject always to the above exclusions our liability to you under these Website Terms for any loss and/or damage caused to the User and is caused by our negligence in relation to provision of the Website shall in all cases be limited to £20 per User.

## **Viruses, hacking and other offences**



We will not be responsible 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, or for any loss or damage to any data or other proprietary material due to your use of the Website or to your downloading of any software or data from our Website.

You must not misuse the Website 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 the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website 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 offence to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

### **Links to and from the Website**

You may only 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, or from any website that you do not own. You must not frame the Website on any other site. We reserve the right to withdraw this permission at any time.

Where the Website contains links or references to other sites and resources provided by third parties, these links and references are provided for your information only and constitutes neither an endorsement nor a recommendation. We have no control over the contents of third-party websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **Other Important terms**

We can transfer all or any of our rights and legal responsibilities under your contract without your permission provided any warranties are not affected. Your rights and duties under this contract apply only to you and cannot be transferred to any other person without our written permission. If we don't enforce any part of this contract at any time, this will not stop us from doing so in the future.

If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.

The laws of England apply to each contract with us and any disputes relating to your contract and all non-contractual disputes which relate to the services may only be heard in the English courts.

### **Contacting us**

If you have any questions about these Website Terms please contact us using the Contact Us facility on the Website.

Success Connection Utility Consultancy & Engineering Services Ltd Limited operates this Website. Success Connection Utility Consultancy & Engineering Services Ltd Limited is a company incorporated in England and Wales with company number 12857457 whose registered address is at 5th Floor, Exchange Station, Tithebarn Street, Liverpool, L2 2QP, UK. All references to 'we', 'us', 'our' or 'Success Connection Utility Consultancy & Engineering Services Ltd' in these Website Terms includes Success Connection Utility Consultancy & Engineering Services Ltd Limited.