



## Terms of Use

### Malcolm Jenkins Associates (MJA) Website Terms of Use

[www.malcolmjenkins.co.uk](http://www.malcolmjenkins.co.uk)

These Website Terms of Use are the terms upon which you (the 'User') are entitled to access and use the Malcolm Jenkins Associates ('MJA') website at [www.malcolmjenkins.co.uk](http://www.malcolmjenkins.co.uk) (the 'Site') and will continue in force until such time as either the User or MJA terminates this Agreement. Access to and use by the User of this Site constitutes acceptance by the User of these Website Terms of Use, which take effect from the date of first access to the Site.

### Purpose of the Site

The purpose of the Site is as an information-only website for MJA to provide information about its organisation.

Users can view the information provided via the Site and contact MJA via the Site with queries and requests for further information.

### Legal Compliance Disclaimer

Whilst this Site may be accessed and viewed via the Internet throughout the World, MJA does not represent or warrant that the information on this Site or its operation complies with the regulatory regime of any country, other than England where MJA is located. If the User accesses this Site from locations outside England the User does so on the User's own initiative and at the User's own risk. The User is responsible for compliance with local laws.

### Intellectual Property Rights

The User acknowledges and accepts that there may be architectural drawings or photographs (copyright works) or other content or materials on the Site in which copyright, trade mark, patent, trade secret, or other proprietary rights ('Intellectual Property Rights') are owned by third parties and which are reproduced by permission of such third parties. The User may not copy any such copyright works or other third party materials or content without the permission of the relevant third party copyright owner.

Subject to this, the User acknowledges and agrees that all Intellectual Property Rights in the content and materials available on the Site vests in and are owned absolutely by MJA unless otherwise indicated, including in respect of or in connection with but not limited to the Site's design, text, graphics, its selection and arrangement, software and all other material on or in the Site.

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The User may not copy, sell, rent, lease, license, sub-license, trade under, grant any rights in, transfer, distribute, time-share or otherwise assign to any third party any of the materials or content on this Site or any portion of this Site. Any unauthorised or restricted act in relation to the materials or content on this Site or any portion of this Site may result in civil proceedings and/or criminal prosecution.

### **Permitted Use**

The User is authorised to view, print or download one copy of the materials or content on the Site on any single computer for the User's personal, non-commercial use, provided that any proprietary notices, marks, logos and other legends that appear on the copied screens remain on, and are not removed from, the printed or stored images of such screens.

This permission is subject to the material being reproduced accurately and not being used in a misleading context and does not extend to any material on this Site that is identified as being the copyright work(s) of a third party. The User may not modify any content or materials on this Site in any way or reproduce or publicly display, perform or distribute or otherwise use them for any public purpose.

The User is authorised to browse the Site, send queries and request further information from MJA and submit the User's contact details for a response.

Where the User wishes to use the Site or any content or material on the Site for purposes other than that permitted above, the User must obtain MJA's prior written consent, or the consent of the relevant third party for third party content.

If the User breaches any of these Website Terms of Use, the User's authorisation to use this Site and the content and material on the Site automatically terminates and the User must immediately destroy any downloaded or printed materials.

### **Unauthorised access by Third Parties**

It is possible that third parties (hackers) may access the Site and alter the Site's contents or place damaging materials or programmes on the Site, including but not limited to computer viruses, Trojan horses, worms, bots and other destructive digital elements. MJA will not be liable for any damage or loss arising out of or resulting from any such unauthorised access to, alteration to or modification of information contained on the Site or infection of the Site in this way.

In any event, it is the User's sole responsibility to take all protective measures to guard against computer viruses or other destructive elements.

### **Third party Links, Frames and Portals**

The Site incorporates links to other websites, frames and portals ('Third Party Sites') designed, maintained and operated by third parties. MJA has not reviewed the Third Party Sites which are provided for the User's convenience only, and MJA is not responsible for the content or availability of these Third Party Sites. If the User decides to use a link to a Third Party Site the User will leave the Site and the User will do so at the User's own risk.

Links to Third Party Sites do not imply that MJA endorses, is affiliated or associated with, or is legally authorised to use any trade mark, trade name, logo or copyright work displayed in or accessible through the Third Party Sites or that any linked site is authorised to use any trade mark, trade name, logo or copyright of MJA.

### **Third Party Content Use**

The User must obtain authorisation to reproduce third party material, including material on the Site and material accessible via any Third Party Site, from the relevant third parties concerned.

The User must not permanently store or otherwise copy any such third party content or materials for wider distribution or commercial gain, without the express permission of the relevant third party. MJA will not be responsible for obtaining such permission for the User.

### **Limitation of Liability**

In no event will MJA be liable to the User whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the User's use of the Site, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information, and/or downtime.

For the avoidance of doubt, neither the types of loss and/or damage specified above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this Agreement.

Nothing shall exclude or restrict MJA's liability for fraudulent misrepresentation and/or for death or personal injury arising as a result of MJA negligence.

### **Information Disclaimer**

The information provided on the Site by MJA is intended to be informative only and is provided on an 'as is' and 'as available' basis. By accessing and using the Site the User acknowledges that any reliance upon any information obtained or received via the Site will be at the User's sole risk.

MJA provides the information on this Site without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

MJA does not warrant that the functions of this Site will be uninterrupted or error free, that defects will be corrected or that this Site or the servers that make it available are free of viruses or other destructive digital elements.

## **Privacy Policy**

Preservation of the User's privacy is very important to MJA. MJA is committed to protecting the rights of users in relation to personal information and confirm that all personal information submitted by the User to the Site will be processed in accordance with the principles of the Data Protection Act 1998 under MJA's Privacy Policy accessible via the Site. Links to Third Party Sites provided on this Site are not covered by MJA's Privacy Policy and when visiting such Third Party Sites the User should check the privacy statements of each site that they visit.

For the purposes of the Data Protection Act 1998 MJA confirms that the proprietor of this Site is Malcolm Jenkins Associates, 96-98 High Street, Shepperton, Middlesex TW17 9BB, United Kingdom.

### **Site Usage Information – Log files**

Log files allow MJA to record visitors' use of the Site. MJA compiles log file information from all visits by users to the Site and use that information to make changes to the layout of the Site and to the information in the Site based on the way visitors move around the Site. Log files do not contain any personal information.

### **Feedback**

The User's feedback is valuable to MJA and will allow MJA to serve the User better. The User's views on what MJA is doing and how MJA could make things better are important to MJA.

If the User has any comments, suggestions or complaints MJA would be delighted to hear from the User. Please direct comments or concerns to MJA on +44 1932 225 344 or via email to [info@malcolmjenkins.co.uk](mailto:info@malcolmjenkins.co.uk).

### **Communication**

Communications in connection with these Website Terms of Use and the Site may be by way of letter posted to Malcolm Jenkins Associates, 96-98 High Street, Shepperton, Middlesex TW17 9BB, United Kingdom or email to [info@malcolmjenkins.co.uk](mailto:info@malcolmjenkins.co.uk). For ease of use and compatibility MJA will not encrypt emails, unless the User expressly asks MJA to do so. In the event that the User would like MJA to encrypt e-mails sent to the User, please provide MJA with the necessary certification to enable MJA to do so. E-mail, unless encrypted, is not a fully secure means of communication.

### **Changes**

MJA prides itself in keeping up-to-date with advances in technology and legal developments. As these areas are ever changing, MJA recommends that the User refers to this area of the Site on a regular basis in order to ensure that the User is aware of MJA's most recent Website Terms of Use, MJA's Privacy Policy and other policies.

MJA reserves the right to modify, add to or change these Website Terms of Use, MJA's Privacy Policy, and any other policies at any time without notice. Any such modifications, additions or changes will be effective immediately on being posted to the Site. Continued use of the Site after a modification, addition or change has been made is the User's acceptance of the modification, addition or change.

## **General**

The User may not assign, sub-license or otherwise transfer any of the User's rights or obligations under these Website Terms of Use. MJA reserves the right to assign, sub-license or transfer any of MJA's obligations under these Website Terms of Use to a third party.

These Website Terms of Use will not be varied except in writing by MJA.

Any breach of these Website Terms of Use will entitle MJA to immediately terminate the User's use of the Site without notice.

If any provision in these Website Terms of Use is found to be invalid or unenforceable by any authority having competent jurisdiction, such invalidity or unenforceability will not affect the validity of the remaining provisions of these Website Terms of Use, which will remain in full force and effect.

Failure by either party to insist upon strict performance of any provision of these Website Terms of Use, or the failure by either party to exercise any right or remedy to which it is entitled under these Website Terms of Use will not constitute a waiver of that right or remedy and will not cause a diminution of the obligations established under these Website Terms of Use.

Headings in these Website Terms of Use are for convenience only and will have no legal meaning or effect.

## **Governing Law**

These Website Terms of Use will be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

MJA reserves the right to bring proceedings in the courts of the country of the User's residence or that of the User's principal place of business at MJA's discretion.

