

# Terms of Website Use

Updated: April 2024

## 1. General terms

- 1.1 These terms and conditions, along with any referenced documents, outline how you can use our website [plinthhouse.com](https://plinthhouse.com), whether you're a registered user (a 'Site Member') or a guest. Using our website includes accessing or browsing it, and registering to use it (creating an account and becoming a Site Member). It also includes the use of supporting services provided by third parties that extend functionality of our website and allow access to our training and services. Please carefully review these terms before using our website, as they govern your use of it.
- 1.2 By using our website, you agree to these terms and agree to comply with them. If you don't accept these terms, then you must not use our website.

## 2. Additional terms

- 2.1 These terms also reference the following additional terms, which apply to your use of our website:
  - 2.1.1 Our Acceptable Use Policy outlines what you can and cannot do on our website and its interactive services. You must adhere to this policy while using our website and using the services and functionality it provides.
  - 2.1.2 Our Privacy Policy explains how we process any personal data collected from you or provided by you. By using our website, you consent to this processing and warrant the accuracy of any data you provide.
  - 2.1.3 If you book, purchase or schedule any training, courses or related services via our website, then specific terms and conditions of these services will be applicable, as detailed at the time of booking/purchase/scheduling.

## 3. Changes to these terms

- 3.1 We may update these terms of use periodically and revise the content of this document accordingly. Please make sure to check our website regularly for updated terms as any changes will be binding on you.

## 4. Changes to our website

- 4.1 We cannot guarantee that our website or its content will always be free from mistakes or omissions. We may update the content periodically, but please be aware that some information may become outdated, and we are not obligated to update it.

## 5. Accessing our website

- 5.1 We cannot guarantee that our website or its content will always be available. We provide access on a temporary basis and may withdraw, suspend, or discontinue the website, in whole or in part, without notice. We are not liable if the website is unavailable for any reason.
- 5.2 You are responsible for ensuring that anyone who accesses our website through your internet connection is aware of and complies with the applicable terms and conditions. You are also responsible for making any necessary arrangements to access our website.

## 6. Account and password

- 6.1 If you receive or choose a password, identification code, or any other security information, you must keep it confidential and not share it with anyone else. We have the right to disable any password or identification code if we believe this information has been used by third-party, whether this use has been with or without your permission.
- 6.2 We may also disable any password or identification code, whether chosen by you or assigned by us, at any time if we believe you have violated any of these terms or additional terms stated in section 2.
- 6.3 You must promptly notify us at [info@plinthhouse.com](mailto:info@plinthhouse.com) if you suspect or know that your password, identification code or any other security information has been obtained by anyone else.

## 7. Intellectual Property Rights

- 7.1 We own or hold licenses for all intellectual property rights on our website and its content. These rights are protected by copyright laws and treaties worldwide, and all rights are reserved.

- 7.2 You're allowed to print one copy of materials and may download extracts from our website for personal use. You can also inform others within your organization about content available on our website. However, you must not distribute or alter any materials you print or download, and you must not use illustrations, photos, videos, or graphics separately from accompanying text. Always acknowledge us (and any other identified contributors) as the content's authors.
- 7.3 You can't use any part of our website's content for commercial purposes without obtaining a license from us first. If you breach these terms by printing, copying, or downloading content, and using this content without obtaining our approval and/or a license, your right to use our website will end immediately, and you must return or destroy any copies you've made as requested by us.

## **8. No reliance on content**

- 8.1 Our website's content is provided for general information only and should not be relied upon as advice. You should seek your own professional or legal advice before acting or refraining from acting based on our website's content. While we strive to keep our website's information up to date, we make no guarantees, representations, or warranties, express or implied, regarding its completeness, accuracy, or timeliness.

## **9. Limitation of our liability**

- 9.1 Our liability is limited to the extent permitted by law. We do not exclude liability for death or personal injury arising from our negligence, fraud, fraudulent misrepresentation, or any liability not permitted to be excluded or limited by English law.
- 9.2 We exclude all warranties, conditions, representations, or other terms that may apply to our website or its content, whether implied or expressed. We will not be liable for any loss or damage, whether in tort (including negligence), breach of statutory duty, contract, or otherwise, arising from or in connection with your use of our website or reliance on its content.
- 9.3 If you're a business user, we won't be liable for any business interruption, loss of anticipated savings, loss of goodwill, reputation, or business opportunity, or any consequential or indirect loss or damage.
- 9.4 If you're a consumer, our website is for private and domestic use only. We won't be liable for any loss of business, business interruption, loss of profit, or loss of business opportunity resulting from your use of our website.
- 9.5 We're not liable for any damage caused by viruses or other technologically harmful material that may infect your computer or equipment due to your use of our website or downloading content from it or linked websites.

- 9.6 We're not responsible for the content of linked websites, and we won't be liable for any damage or loss resulting from your use of them. Links to other websites should not be considered endorsements by us.
- 9.7 Different limitations of liability and exclusions will apply to any liability arising as a result of the training and services we provide, which will be set out in the specific terms and conditions of these services.

## **10. Uploading and adding content to our website**

- 10.1 When using any feature that allows you to upload content or communicate with other users on our website, you must adhere to the content standards outlined in our Acceptable Use Policy.
- 10.2 You guarantee that any content you upload/add meets the stated standards and agree to indemnify us for any breaches. If you're a consumer, this means you're responsible for any loss or damage resulting from your breach of this guarantee.
- 10.3 Any content you upload/add is considered non-proprietary and non-confidential. While you retain ownership rights, you grant us and other users a limited license to store, use, copy, and distribute the content.
- 10.4 We reserve the right to disclose your identity to third parties if your content violates their privacy or intellectual property rights.
- 10.5 We're not responsible for the accuracy or content of any user-posted content on our website. We may remove any content that doesn't meet our standards.
- 10.6 Views expressed by other users don't necessarily reflect our views or values.

## **11. Viruses, bugs and malicious code**

- 11.1 We don't guarantee that our website will be free from viruses or bugs. You're responsible for configuring your devices and using virus protection.
- 11.2 You must not introduce harmful code/software/viruses to our website or attempt unauthorized access. Doing so may result in criminal charges.

## **12. Links to our website**

- 12.1 You can link to our website's homepage on another site, as long as it's done fairly and legally and doesn't harm our reputation or suggest an endorsement that doesn't exist.

- 12.2 You can't imply an association with us if there isn't one, and you can't link to our website from a site you don't own. You must link only to our homepage and not frame our website on another site.
- 12.3 We can withdraw linking permission without notice. Any site linking to ours must comply with our Acceptable Use Policy.
- 12.4 If you would like to make any use of content on our website or link to our website other than that described above, please contact [info@plinthhouse.com](mailto:info@plinthhouse.com)

### **13. Resources on our website and third-party links**

- 13.1 When our website includes links to other sites and resources provided by third parties, these links are provided for informational purposes only. We have no control over the content of these sites or resources.

### **14. Jurisdiction and applicable law**

- 14.1 If you're using the website as a consumer, these terms of use are governed by English law. We both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you're a resident of Scotland, you may also bring proceedings in Scotland, and if you're a resident of Northern Ireland, you may also bring proceedings in Northern Ireland.
- 14.2 If you're a business user, these terms of use (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
- 14.3 To contact us, please email [info@plinthhouse.com](mailto:info@plinthhouse.com)