

# Terms & Conditions

## **Please read these Terms & Conditions carefully before using this website**

These terms and conditions govern your use of the Worksmart website. By using the website, you accept all these terms and conditions in full.

### **Who we are:**

[www.worksmart.co.uk](http://www.worksmart.co.uk) is a website operated by Worksmart Limited (registered no 6329038) registered in England and Wales and having our registered office at Beech House, Breckland, Linford Wood, Milton Keynes MK14 6ES. Please see the 'Get in Touch' tab on our website for our contact details.

### **Changes to these terms:**

We may update these terms and conditions from time to time and if you continue to use the website after we have changed them, you will be bound by those new terms and conditions. These terms and conditions were last updated on the 22nd October 2020.

### **Your privacy:**

We take your privacy seriously and any personal information you provide when using the website will be used in accordance with the Worksmart privacy policy. Our website also sets cookies in accordance with the Worksmart cookie policy. Both documents can be accessed from links at the bottom of the home page of our website.

### **Using the website:**

The website contains information and guidance relating to the software and services that Worksmart provides and the regulations that those services are designed to address. The information and guidance are general in nature and has not been written to meet your needs. You should consult a qualified adviser before you rely on it. In particular, Worksmart's content included on its website is designed to be used by businesses in England and Wales. If you work elsewhere, you should seek advice from a professional adviser in your own jurisdiction.

**Acceptable use policy:**

You may not use the website to do any of the following: Disseminate any unlawful, harassing, libelous, abusive, harmful, obscene or otherwise objectionable material; Transmit material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or codes of practice; Gain unauthorised access to any computer system or data; Interfere with any other person's use of the website or Worksmart's services; Breach any laws relating to the use of public telecommunications networks; Interfere with or disrupt networks or websites connected to the site; Knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. Make, transmit or store electronic copies of materials protected by copyright without the permission of the copyright owner. If, while using the website, you discover anyone else who is carrying out any of the above activities, please let us know by emailing us at [info@worksmart.co.uk](mailto:info@worksmart.co.uk).

**Exclusions and Limitations:**

This website and its contents are provided 'as is' and we make no warranty that it will be uninterrupted or error-free or suitable for your particular requirements or that the website is free from infection by viruses or anything else that has contaminating or destructive properties. Changes in the law may render certain information or guidance out of date and we make no warranty that the website and its contents are complete, accurate or up to date and accept no liability for your reliance on the website or its contents. These exclusions and limitations shall not apply to limit any liabilities which we may not limit by law.

The website may contain hyperlinks to websites provided by other people which are not under our control and for which we are not responsible. Hyperlinks to third party websites are provided as a convenience to you and are not an endorsement or publication of those websites by us. The Worksmart privacy policy does not apply to any information about you collected on third party sites accessible via Worksmart's website.

We may restrict access to the website at any time to allow for maintenance and updating. If you experience any problems using the website, please email us at [info@Worksmart.co.uk](mailto:info@Worksmart.co.uk). We reserve the right to make changes to any part of the website to update and improve it or for technological, security, legal or regulatory reasons.

**Intellectual Property:**

All copyright, trademarks and other intellectual property rights on the website are owned or licensed by us. When you use the website, you may retrieve and view the content on-screen and print out on paper or store electronically (but not on a network server) a reasonable amount of the content for your own personal non-commercial use.

All photographs on our website are licenced from the copyright owner and you must not use, copy or store any photographs, illustrations or video or audio sequences from our website. You may not use any registered or unregistered Worksmart trademarks or logos without our written permission and no licence is granted to you to use any of these trademarks or logos.

**Rules about linking to our site:**

You may 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.

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. You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our acceptable use policy above.

**General:**

If any court of competent jurisdiction finds any provision of these terms and conditions invalid, the invalidity of that provision will not affect the validity of the remaining provisions.

Any failure by Worksmart to exercise or delay in exercising a right or remedy arising in connection with these terms and conditions shall not constitute a waiver of such right or remedy.

A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms and conditions.

These terms and conditions shall be governed and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales to resolve any dispute arising out of or in connection with them.