Kirsty Carr Limited

Website Terms of Use

1 **About my Terms**

1.1 Thank you so much for visiting my website https://the-cns.com. These Terms explain how you may use this Site.

1.2 References in these Terms to the Site include all associated web pages.

1.3 You should read these Terms carefully before using the Site.

1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.

1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.

1.6 If you have any questions about the Site, please contact me by e-mail: hello@the-cns.com

1.7 **Definitions**

Content	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
Terms	means these terms and conditions of use as updated from time to time under clause 14;
Acceptable use policy	means the policy set out at the end of these Terms
Cookie policy	means the policy which governs how I use cookies in the Site;
I, me or my	means Kirsty Carr Limited with registration number 12809529 with its registered office at Grosvenor House, 3 Chapel Street, Congleton, Cheshire, CW12 4AB;
Online terms and conditions for the supply of goods or services	means any terms and conditions which will apply to you ordering goods or services using the Site;
Privacy policy	means the policy which governs how I process any personal data collected from you;
Submission	means any text, images, video, audio or other multimedia content, software or other information or material submitted by you or other users to the Site;
You or your	means the person accessing or using the Site or its Content.

1.8 Your use of the Site means that you must also comply with my Acceptable Use policy, my Privacy policy, my Cookie policy and my Online terms and conditions for the supply of goods or services, where applicable.

2 **Using the Site**

2.1 The Site is for your personal use only.

2.2 You agree that you are solely responsible for any costs and expenses you may incur in relation to your use of the Site.

2.3 I seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact me at hello@the-cns.com

2.4 I may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3 **Ownership, use and intellectual property rights**

3.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by me. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). I reserve all of my rights in any intellectual property in connection with these Terms. This means, for example, that I remain owner of them and free to use them as I see fit.

3.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site.

4 **Submitting information to the Site**

4.1 While I try to make sure that the Site is secure, I cannot guarantee the security of any information that you supply to me and therefore I cannot guarantee that it will be kept confidential. For that reason, you should not submit to the Site any information that you regard as confidential, commercially sensitive or valuable.

4.2 I may use any Submissions as I see reasonably fit on a free-of-charge basis. I shall not be legally responsible to you or anybody else for any use of Submissions.

5 **Accuracy of information and availability of the Site**

5.1 While I try to make sure that the Site is accurate, up-to-date and free from bugs, I cannot promise that it will be. Furthermore, I cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

5.2 I may suspend or terminate operation of the Site at any time as I see fit.

5.3 Content is provided for your general information purposes only and to inform you about me and my products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

5.4 While I try to make sure that the Site is available for your use, I do not promise that the Site is available at all times nor do I promise the uninterrupted use by you of the Site.

6 **Hyperlinks and third party sites**

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. I have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that I endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

Acceptable Use Policy

7 **Acceptable use**

7.1 As a condition of your use of the Site, you agree:

7.1.1 not to use the Site for any purpose that is unlawful under any applicable law or prohibited by these Terms

7.1.2 not to use the Site to commit any act of fraud;

7.1.3 not to use the Site to distribute viruses or malware or other similar harmful software code;

7.1.4 not to use the Site for purposes of promoting unsolicited advertising or sending spam;

7.1.5 not to use the Site to simulate communications from me or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

7.1.6 not to use the Site in any manner that disrupts the operation of my Site or business or the website or business of any other entity;

7.1.7 not to use the Site in any manner that harms minors;

7.1.8 not to promote any unlawful activity;

7.1.9 not to represent or suggest that I endorse any other business, product or service unless I have separately agreed to do so in writing;

7.1.10 not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks; and

7.1.11 not to attempt to circumvent password or user authentication methods.

8 **Interactive services**

8.1 I may make interactive services available on the Site, for example areas where you can comment on Content.

8.2 I am not obliged to monitor or moderate Submissions to my interactive services. Where I do monitor or moderate Submissions I shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.

8.3 I may remove or edit any Submissions to any of my interactive services whether they are moderated or not.

8.4 Any Submission you make must comply with my Submission standards set out below.

9 **Submission standards**

9.1 Any Submission or communication to users of my Site must conform to standards of accuracy, decency and lawfulness, which shall be applied in my discretion, acting reasonably. In particular, you warrant that any Submission or communication is:

9.1.1 your own original work and lawfully submitted;

9.1.2 factually accurate or your own genuinely held belief;

9.1.3 provided with the necessary consent of any third party;

9.1.4 not defamatory or likely to give rise to an allegation of defamation;

9.1.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and

9.1.6 unlikely to cause offence, embarrassment or annoyance to others.

10 **Linking and framing**

10.1 You may create a link to my Site from another website without my prior written consent provided no such link:

10.1.1 creates a frame or any other browser or border environment around the content of my Site;

10.1.2 implies that I endorse your products or services or any of the products or services of, or available through, the website on which you place a link to my Site;

10.1.3 displays any of the trademarks or logos used on our Site without our permission or that of the owner of such trademarks or logos; or

10.1.4 is placed on a website that itself does not meet the acceptable use requirements of this Policy.

10.2 I reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by me to remove any such link.

11 **Using my name and logo**

11.1 You may not use my trademarks, logos or trade names except in accordance with these Terms.

12 **Breach**

12.1 I shall apply these Terms in my absolute discretion. In the event of your breach of the Terms I may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions to law enforcement authorities or take any action I consider necessary to remedy the breach.

13 **Limitation on my liability**

13.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury), I am not legally responsible for any:

13.1.1 losses that:

(a) were not foreseeable to you and me when these Terms were formed; or

(b) that were not caused by any breach on my part

13.1.2 business losses.

14 **Variation**

No changes to these Terms are valid or have any effect unless agreed by me in writing. I reserve the right to vary these Terms from time to time. My updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by me. It is your responsibility to check these Terms from time to time to verify such variations.

15 **Disputes**

15.1 I shall try to resolve any disputes with you quickly and efficiently.

15.2 If you are unhappy with me please contact me as soon as possible to let me know.

15.3 If you want to take court proceedings, courts of England and Wales will have exclusive jurisdiction in relation to these Terms.

15.4 The laws of England and Wales will apply to these Terms.