

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

**What's in these terms?**

- These terms tell you the rules for using our website <http://www.thewentworthcollective.com/> (**our site**).

**Who we are and how to contact us**

- Our site is operated by The Wentworth Collective Limited (**we**). We are registered in England under company number 09910321. Our registered address is 19 New Road, Brighton, East Sussex, BN1 1UF. Our VAT number is 228878948.
- To contact us, please email [hello@thewentworthcollective.com](mailto:hello@thewentworthcollective.com) or call +44 (0) 7946 635 947.

**By using our site you accept these terms**

- By using our site, you confirm that you accept these terms of use and that you agree to comply with them.
- If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

**There are other terms that may apply to you**

- These terms of use refer to our Privacy Policy, which also apply to your use of our site.

**We may make changes to these terms**

- We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 24 May 2018.

**We may make changes to our site**

- We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

### **We may suspend or withdraw our site**

- Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted.
- We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **How you may use material on our site**

- We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Do not rely on information on this site**

- The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

- Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

**We are not responsible for websites we link to**

- Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- We have no control over the contents of those sites or resources.

**Our responsibility for loss or damage suffered by you**

**Whether you are a consumer or a business user:**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our service agreement with you.

**If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, our site; or use of or reliance on any content displayed on our site.
- In particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

### **How we may use your personal information**

- We will only use your personal information as set out in our Privacy Policy.

### **We are not responsible for viruses and you must not introduce them**

- We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site.
- You must not attack our site 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 such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **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.

### Information about our use of cookies

Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site. By continuing to browse the site, you agree to our use of cookies as set out in these terms.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive.

We may use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our site. They include, for example, cookies that enable you to log into our site and to make use of e-commerce services that we may make available via our site.
- **Analytical/performance cookies.** These allow us to recognise and count the number of visitors and to see how visitors move around our site when they are using it. This helps us to improve the way our site works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our site. This enables us to personalise our content for you and remember your preferences (for example, your choice of language or region).
- **Targeting cookies.** These cookies record your visit to our site, the pages you have visited and the links you have followed. We will use this information to make our site and more relevant to you.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

### **Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (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.

### **Our trade marks are registered**

THE WENTWORTH COLLECTIVE (WORD) and the Wentworth Collective logo are trade marks owned by the Wentworth Collective Limited. You are not permitted to use them without our approval, which must be obtained in writing in advance.