

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.systemamidlssex.co.uk (“My Site”). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of My Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using My Site immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Content”	means any, and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, My Site; and
“I/Me/Our”	means Systema Mid Wessex, a sole trader company whose address is at c/o 21 Webster Road, Winchester, SO22 5NT, Hampshire

2. Information About Me

2.1 My Site, www.systemamidlssex.co.uk, is owned and operated by Systema Mid Wessex, whose address is at c/o 21 Webster Road, Winchester,

3. Access to My Site

- 3.1 Access to My Site is free of charge.
- 3.2 It is My responsibility to make any, and all arrangements necessary to access My Site.
- 3.3 Access to My Site is provided “as is” and on an “as available” basis. I may alter, suspend or discontinue My Site (or any part of it) at any time and without notice. I will not be liable to you in any way if My Site (or any part of it) is unavailable at any time and for any period.

4. Intellectual Property Rights

- 4.1 All Content included on My Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Me. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 4.2 Subject to sub-Clauses 4.3 and 4.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from My Site unless given express written permission to do so by Me.

- 4.3 You may:
 - 4.3.1 Access, view and use My Site in a web browser (including any web browsing capability built into other types of software or app);
 - 4.3.2 Download My Site (or any part of it) for caching;
 - 4.3.3 Print pages from My Site;
 - 4.3.4 Download extracts from pages on My Site; and
 - 4.3.5 Save pages from My Site for later and/or offline viewing.
- 4.4 My status as the owner and author of the Content on My Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 4.5 You may not use any Content saved or downloaded from My Site for commercial purposes without first obtaining written permission from Me (or My licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of My Site for general information purposes whether by business users or consumers.
- 4.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

5. Links to My Site

- 5.1 You may link to My Site provided that:
 - 5.1.1 You do so in a fair and legal manner;
 - 5.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on My part where none exists;
 - 5.1.3 You do not use any logos or trademarks displayed on My Site without My express written permission; and
 - 5.1.4 You do not do so in a way that is calculated to damage My reputation or to take unfair advantage of it.
- 5.2 You may link to any of My Site.
- 5.3 Framing or embedding of My Site on other websites is not permitted without My express written permission. Please contact Me at rob@systemamidlssex.co.uk for further information.
- 5.4 You may not link to My Site from any other site the main content of which contains material that:
 - 5.4.1 is sexually explicit;
 - 5.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 5.4.3 promotes violence;
 - 5.4.4 promotes or assists in any form of unlawful activity;
 - 5.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

- 5.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- 5.4.7 is calculated or is otherwise likely to deceive another person;
- 5.4.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
- 5.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive, (obvious parodies are not included in this definition provided they do not fall within any of the other provisions of this Clause 5.4);
- 5.4.10 implies any form of affiliation with Me where none exists;
- 5.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or
- 5.4.12 is made in breach of any legal duty to a third party including, but not limited to, contractual duties and duties of confidence.

6. Links to Other Sites

Links to other sites may be included on My Site. Unless expressly stated, these sites are not under My control. I neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on My Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

7. Disclaimers

- 7.1 Nothing on My Site constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to any physical or mindful practices debated, demonstrated, informed or recommended within My Site.
- 7.2 Insofar as is permitted by law, I make no representation, warranty, or guarantee that My Site will meet My requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 7.3 I make reasonable efforts to ensure that the Content on My Site is complete, accurate, and up-to-date. I do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

8. My Liability

- 8.1 To the fullest extent permissible by law, I accept no liability to any Meer for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) My Site or the use of or reliance upon any Content included on My Site.
- 8.2 To the fullest extent permissible by law, I exclude all representations, warranties, and guarantees (whether express or implied) that may apply to My Site or any Content included on My Site.

- 8.3 If you are a business Meer, I accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 8.4 I exercise all reasonable skill and care to ensure that My Site is free from viruses and other malware. I accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect My hardware, software, data or other material that occurs as a result of My use of My Site (including the downloading of any Content from it) or any other site referred to on My Site.
- 8.5 I neither assume nor accept responsibility or liability arising out of any disruption or non-availability of My Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 8.6 Nothing in these Terms and Conditions excludes or restricts My liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact My local Citizens' Advice Bureau or Trading Standards Office.

9. Virus, Malware and Security

- 9.1 I exercise all reasonable skill and care to ensure that My Site is secure and free from viruses and other malware.
- 9.2 You are responsible for protecting My hardware, software, data and other material from viruses, malware, and other internet security risks.
- 9.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via My Site.
- 9.4 You must not attempt to gain unauthorised access to any part of My Site, the server on which My Site is stored, or any other server, computer, or database connected to My Site.
- 9.5 You must not attack My Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 9.6 By breaching the provisions of sub-Clauses 9.3 to 9.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any, and all such breaches will be reported to the relevant law enforcement authorities and I will cooperate fully with those authorities by disclosing My identity to them. My right to use My Site will cease immediately in the event of such a breach.

10. Acceptable Usage Policy

- 10.1 You may only use My Site in a manner that is lawful. Specifically:
- 10.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- 10.1.2 you must not use My Site in any way, or for any purpose, that is unlawful or fraudulent;

- 10.1.3 you must not use My Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- 10.1.4 you must not use My Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 10.2 I reserve the right to suspend or terminate My access to My Site if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms and Conditions. Specifically, I may take one or more of the following actions:
 - 10.2.1 suspend, whether temporarily or permanently, My right to access My Site;
 - 10.2.2 issue you with a written warning;
 - 10.2.3 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from My breach;
 - 10.2.4 take further legal action against you as appropriate;
 - 10.2.5 disclose such information to law enforcement authorities as required or as I deem reasonably necessary; and/or
 - 10.2.6 any other actions which I deem reasonably appropriate (and lawful).
- 10.3 I hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that I may take in response to breaches of these Terms and Conditions.

11. Privacy and Cookies

- 11.1 Use of My Site is also governed by My Privacy Policy. This policy is incorporated into these Terms and Conditions by this reference.
- 11.2 My Site does not use Cookies.
- 11.3 The online shop supported via by ECWID does not support the use of cookies (Privacy Policy part 5.5 refers)

12. Changes to these Terms and Conditions

- 12.1 I may alter these Terms and Conditions at any time. If I do so, details of the changes will be highlighted at the top of this page. Any such changes will become binding on you upon My first use of My Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 12.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

13. Contacting Me

- 13.1 To contact Me, please email Me at rob@systemamidwessex.co.uk or using the method provided on My Site Contact page.

14. Communications from Me

- 14.1 If I have your contact details, I may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.
- 14.2 I will never send you marketing emails, subject to those measures outlined in My privacy policy.
- 14.3 For questions or complaints about communications from Me, please contact Me at rob@systemamidwessex.co.uk

15. Data Protection

- 15.1 Any and all personal information that I may collect will be collected, used and held in accordance with the provisions of the General Data Protection Regulations of 2018 and My rights and My obligations under those regulations.
- 15.2 I may use your personal information to:
 - 15.2.1 Reply to any communications you send to Me;
 - 15.2.2 Send you important notices, as detailed in Clause 14;
- 15.3 I will not pass on personal information to any third parties, except those that are explicitly listed in My Privacy Policy, unless there is a legitimate or lawful reason to do so.

16. Law and Jurisdiction

- 16.1 These Terms and Conditions, and the relationship between you and Me (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 16.2 If you are a consumer, you will benefit from any mandatory provisions of the law in My country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces My rights as a consumer to rely on those provisions.
- 16.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Me relating to these Terms and Conditions, or the relationship between you and Me (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by My residency.
- 16.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Me, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the non-exclusive jurisdiction of the courts of England & Wales.