**Introduction**

These terms govern your use of my website.

By using my website, you accept these terms in full; accordingly, if you disagree with these terms or any part of these terms, you must not use my website.

If you register with my website I will ask you to expressly agree to these terms.

My website uses cookies; by using our website or agreeing to these terms, you consent to our use of cookies in accordance with the terms *Cookie Policy.*

**Copyright notice**

Copyright (c) Kim Thomson.

Subject to the express provisions of these terms:

I own and control all the copyright and other intellectual property rights in my website and the material on my website; and all the copyright and other intellectual property rights in my website and the material on my website are reserved.

**Licence to use website**

You may:

* view pages from my website in a web browser;
* download pages from my website for caching in a web browser;
* print pages from my website;
* use my website services by means of a web browser, subject to the other provisions of these terms.
* Except where expressly permitted you must not download any material from my website or save any such material to your computer.
* You may only use my website for your own personal and business purposes, and you must not use my website for any other purposes.
* Except as expressly permitted by these terms, you must not edit or otherwise modify any material on my website.

Unless you contacted me and have been granted permission by myself, you must not:

* republish material from my website (including republication on another website);
* sell, rent or sub-license material from my website;
* show any material from my website in public;
* reproduce, duplicate, copy or otherwise exploit material from my website for a commercial purpose; or
* redistribute material from my website.

I reserve the right to restrict access to areas of my website, or indeed my whole website, at my discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on my website.

**Acceptable use**

You must not:

* use my website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
* use my website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
* use my website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
* conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
* use data collected from my website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
* use data collected from my website to contact individuals, companies or other persons or entities.

You must ensure that all the information you supply to me through our website, or in relation to my website, is true, accurate, current, complete and non-misleading.

**Report abuse**

If you learn of any unlawful material or activity on my website, or any material or activity that breaches these terms, please let me know by email.

**Limited warranties**

I do not warrant or represent:

* the completeness or accuracy of the information published on my website;
* that the material on the website is up to date; or
* that the website or any service on the website will remain available.

I reserve the right to discontinue or alter any or all of my website services, and to stop publishing my website, at any time in my sole discretion without notice or explanation; and save to the extent that these terms expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if I stop publishing the website.

To the maximum extent permitted by applicable law, I exclude all representations and warranties relating to the subject matter of these terms, my website and the use of my website.

**Limitations and exclusions of liability**

Nothing in these terms will:

* limit or exclude any liability for death or personal injury resulting from negligence;
* limit or exclude any liability for fraud or fraudulent misrepresentation;
* limit any liabilities in any way that is not permitted under applicable law; or
* exclude any liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in terms govern all liabilities arising under these terms or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that my website and the information on my website is provided free of charge, I will not be liable for any loss or damage of any nature.

I will not be liable to you in respect of any losses arising out of any event or events beyond my reasonable control.

I will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

I will not be liable to you in respect of any loss or corruption of any data, database or software.

I will not be liable to you in respect of any special, indirect or consequential loss or damage.

You agree that you will not bring any claim personally against me in respect of any losses you suffer in connection with the website or these terms.

**Breaches of these terms**

Without prejudice to my other rights under these terms, if you breach these terms in any way, or if I reasonably suspect that you have breached these terms in any way, I may:

* send you one or more formal warnings;
* temporarily suspend your access to my website;
* permanently prohibit you from accessing my website;
* block computers using your IP address from accessing my website;
* contact any or all your internet service providers and request that they block your access to my website;
* commence legal action against you, whether for breach of contract or otherwise; and/or
* suspend or delete your account on my website.

Where I suspend or prohibit or block your access to my website or a part of my website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

**Third party websites**

My website may include hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

I have no control over third party websites and their contents, and I accept no responsibility for them or for any loss or damage that may arise from your use of them.

**Variation**

I may revise these terms from time to time. The revised terms will apply to the use of my website from the date of their publication on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of the terms.

**Assignment**

You hereby agree that I may assign, transfer, sub-contract or otherwise deal with my rights and/or obligations under these terms.

You may not without my prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms.

**Severability**

If a provision of these terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of these terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**Third party rights**

These terms are for my benefit and your benefit, and are not intended to benefit or be enforceable by any third party.

The exercise of the parties' rights under these terms is not subject to the consent of any third party.

**Law and jurisdiction**

These terms and conditions shall be governed by and construed in accordance with English law.

Any disputes relating to these terms shall be subject to the [exclusive / non-exclusive] jurisdiction of the courts of England.

My details

You can contact me by email or by telephone using the details published on this website.