

## **Terms and Conditions for use of Website**

This agreement applies as between you, the User of this Web Site and Tipton Marketing, the owner of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

- 1. Definitions and Interpretation** in this Agreement the following terms shall have the following meanings:

“Content” – means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;

“Tipton Marketing” – means Tipton Marketing, operating on [www.tiptonmarketing.co.uk](http://www.tiptonmarketing.co.uk);

“Service” – means collectively any online facilities, tools, services or information that Tipton Marketing makes available through the Web Site either now or in the future;

“System” – means any online communications infrastructure that Tipton Marketing makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“User” / “Users” – means any third party that accesses the Web Site and is not employed by Tipton Marketing and acting in the course of their employment; and

“Web Site” – means the website that you are currently using ([www.tiptonmarketing.co.uk](http://www.tiptonmarketing.co.uk)) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

## **2. Intellectual Property**

1. Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Tipton Marketing, our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
2. Subject to Clause 4 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Tipton Marketing.

### **3. Third Party Intellectual Property**

1. Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.
2. Subject to Clause 4 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

### **4. Fair Use of Intellectual Property**

1. Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

### **5. Links to Other Web Sites**

1. This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Tipton Marketing or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them

### **6. Links to this Web Site**

1. Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site [www.tiptonmarketing.co.uk](http://www.tiptonmarketing.co.uk) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Tipton Marketing. To find out more please contact us by email at [sheryl@tiptonmarketing.co.uk](mailto:sheryl@tiptonmarketing.co.uk).

### **7. Privacy**

1. Use of the Web Site is also governed by our [Privacy Policy](#) which is incorporated into these terms and conditions by this reference.

### **8. Disclaimers**

1. Tipton Marketing makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.

2. Whilst every reasonable endeavour has been made to ensure that all information provided on this Web Site will be accurate and up to date, Tipton Marketing makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.
3. No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.
4. The information on this Web Site is not designed with commercial purposes in mind. Commercial use of the Content of this Web Site is forbidden under Clause 2.2.1 of these Terms and Conditions. Any such use constitutes a breach of these Terms and Conditions and Tipton Marketing makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
5. Whilst every effort has been made to ensure that all descriptions of services available from Tipton Marketing correspond to the actual services available, Tipton Marketing is not responsible for any variations from these descriptions.

#### **9. Availability of the Web Site**

1. The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
2. Tipton Marketing accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

#### **10. Limitation of Liability**

1. To the maximum extent permitted by law, Tipton Marketing accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

2. Nothing in these terms and conditions excludes or restricts Tipton Marketing's liability for death or personal injury resulting from any negligence or fraud on the part of Tipton Marketing.

#### **11. Changes to the Terms and Conditions.**

1. We reserve the right to add to or change these Terms and Conditions at our sole discretion, without prior notice to you. If we change these terms and Conditions we will post the new Terms and Conditions in the website, and they will become effective from the time of posting to the website. Please visit these Terms and Conditions on a regular basis to make sure you have read the latest version.

#### **12. Law and Jurisdiction**

1. These terms and conditions and the relationship between you and Tipton Marketing shall be governed by and construed in accordance with the Law of England and Wales and Tipton Marketing and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.