

## **TERMS & CONDITIONS**

### **General**

Use by users ("you"/"your") of [www.onyourdoorstep.info](http://www.onyourdoorstep.info) ("the Site") constitutes acceptance by you of the following terms of use. **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE.** If you do not agree to all of these terms of use and our Privacy Policy ("terms"), you may not use the Site which is owned and operated by OnYourDoorStep.info ("us"/"our"/"we"). These terms relate to your use of the Site.

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**NOTHING IN THIS LEGAL NOTICE SHALL EXCLUDE OR LIMIT OUR (INCLUDING OUR EMPLOYEES OR AGENTS) LIABILITY FOR:-**

**(A) DEATH, PERSONAL INJURY OR FRAUD CAUSED BY NEGLIGENCE (AS SUCH TERM IS DEFINED BY THE UNFAIR CONTRACT TERMS ACT 1977); OR**

**(B) MISREPRESENTATION AS TO A FUNDAMENTAL MATTER; OR**

**(C) ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING:-**

**(a) CONDITIONS AND WARRANTIES IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 AND WHERE THE CUSTOMER DEALS AS A CONSUMER; OR**

**(b) CONDITIONS IMPLIED BY SECTIONS 13 TO 15 INCLUSIVE OF THE SALE OF GOODS ACT 1979 AND BY SECTIONS 3 AND 4 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982.**

**IF YOUR USE OF THE CONTENT ON THE SITE RESULTS IN THE NEED FOR SERVICING, REPAIRING OR CORRECTION OF EQUIPMENT, SOFTWARE OR DATA YOU ASSUME ALL COSTS THEREOF.**

**THIS LEGAL NOTICE DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.**

#### **Your account**

If you have an account with us then you are responsible for maintaining the confidentiality of this account and any related passwords for your restricting access to your computer and/or account. You agree to accept responsibility for all activities that take place under your account and/or passwords.

Other than personal data or sensitive personal data about you, which is covered under the terms of our Privacy Policy any material you transmit or post to the Site shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and designated third parties shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from the Site any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous in breach of confidence, in breach of privacy or which make cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability or otherwise be contrary to the law of or infringe the rights of any third party, in the United Kingdom or any other country in the world; or

(d) which is technically harmful (including without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or

(e) which facilitates your misuse of the Site (including, without limitation, hacking)

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of the above prohibitions.

### **Termination**

You agree that we may in our sole discretion and at any time terminate any password and account (or any part thereof) of yours without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these terms.

### **Advertisements**

The Site may contain advertisements by third parties, and these advertisements may contain links to other websites. Unless otherwise specifically stated, we do not endorse any product or service or make any representation regarding the Content or accuracy of any materials contained in or linked to any advertisement on the Site.

### **Indemnity**

You agree to indemnify and hold us, our officers, employees, agents, consultants, licensees and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from, your use of the Content of the Site in a manner that violates, or is alleged to violate, these terms. We shall provide notice to you promptly of any such claim, suit, or proceeding, and shall reasonably co-operate with you, at your expense, in your defence of any such claim.

### **Force Majeure**

We will not be liable for any delay or failure in performance or interruption of the delivery of the Content of the Site resulting directly or indirectly from any cause or circumstances beyond our reasonable control, including but not limited to failure of equipment or communication lines, telephone or other interconnect problems, computer viruses (including logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data), unauthorised access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes, or other labour problems, wars or governmental restrictions.

### **Severability and Waiver**

If any provision of these terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms, which shall remain in full force and effect. No waiver of any of these terms shall be deemed a further or continuing waiver of such term or any other term.

### **Access outside England**

We are based in England. Access to the Content of the Site may not be legal by certain persons or in certain countries. If you access the Site from outside England you do so at your own risk and are responsible for compliance with the Laws of your jurisdiction. Recognising the global nature of the internet, you agree to comply with all local rules regarding on line conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the Country in which you reside.

### **Entire Agreement**

These terms constitute the entire agreement between you and us and govern your use of the Site, superseding any prior agreements between you and us.

**Jurisdiction**

Unless otherwise agreed in writing by us, these terms are governed by, and construed in accordance with English Law and you irrevocably agree that the Courts of England shall have non-exclusive jurisdiction to settle any dispute which may arise out of or in connection with these terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the non-exclusive jurisdiction of the English Courts.

**No Joint Venture, Partnership, Employment or Agency**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of your use of this Site and therefore acceptance of these terms.

**Changes to these terms**

We reserve the right at our sole discretion to add to or change these terms. Any changes will be posted to this page and it is your responsibility as a user to ensure that you are aware of any such changes from time to time. Changes will become effective 24 hours after first posting and you will be deemed to have accepted any change if you continue to access the Site after that time.

**User information**

We do collect information on what pages are accessed or visited by you and information volunteered by you, such as your contact details, survey information and/or any site registrations. We use this information for internal review and in order to improve the Content of the Site.

Without prejudice to the above, we shall at all times process your information obtained via your access and use of the Site and/or otherwise in accordance with our Privacy Policy.

**Our contact details**

If you have any comments suggestions or questions about these terms and/or the Site and/or us generally, please contact us by sending an e-mail to [admin@onyourdoorstep.info](mailto:admin@onyourdoorstep.info)

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