



PLEASE READ THESE TERMS AND CONDITIONS AND ACCEPTABLE USE POLICY CAREFULLY BEFORE USING THIS SITE

Who we are and how to contact us

Brooke Petter Associated Ltd (BPA, BPA Ltd, “we’ or ‘us’)

We are registered in England and Wales under company number

Our registered office is at:

19 Church St,

Ross on Wye.

HR9 5HN.

We are a Limited Company registered in England. Registration no: 1132 4406

To contact us, please contact us here: enquiries@brookepetter.co.uk or call us on our customer service line at: 0117 215 0173.

1. By using our website you accept these terms

By using our website, you confirm that you accept these terms of use and acceptable use policy 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.

2. 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.

3. There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- ***Our Privacy and Cookie Policy***

4. Our site is only for users in the UK



Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

5. Do not rely on information on this site

All the material on this website has been prepared by subject specialists and we aim to ensure that the information published is accurate and consistent with current knowledge, understanding and practice and within guidelines for legislation and practices around social inclusion. However, we do not warrant or guarantee the applicability, accuracy or fitness of the material for any particular purpose. We do not guarantee that our site or the content on it (including the material), will be free from errors or omissions. The use of or reliance on any content and material (including the Material) is entirely at your own risk.

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.

6. Liability

To the fullest extent permitted by law we, and third parties from time to time connected with us, hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity:
- Any liability for any direct, indirect or consequential loss or damage (including damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise (even foreseeable) incurred by you in connection with our services or in connection with the use, inability to use, or results of the use of our site (including the Material) any websites linked to it and any content posted on it.

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.

Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.



7. 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.

8. User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

9. Interactive services

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
- Interactive Services.

10. How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact us using the contact details above.

11. 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.

12. How we may use your personal information

We will only use your personal information as set out in our [Privacy and Cookie Policy](#).

13. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us here: enquiries@brookepetter.co.uk or telephone our customer service line on 0117 215 0173

14. 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.

You may not reengineer, create derivative works, sell, rent, lease, lend, loan, distribute or sub-license any content or material from our site other than in accordance with these terms and conditions and you may not otherwise assign in whole or in part any of your rights or obligations regarding such content or material without our prior consent. If you are in breach of this provision, your right to use our site and the material will cease immediately, we will cease providing any material to you, and you must at our option return or destroy any copies of the material you have made. For the avoidance of doubt your rights to access and use the material will automatically terminate without notice from us if you fail to comply with any of these terms and conditions.

15. We may make changes to our site

We may update and change our site from time to time.

16. 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.

17. We may transfer this agreement to someone else



We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

18. Acceptable Use

This section sets out the standards that apply when you upload content to our site, make contact with other users on our site, link to our site, or interact with our site in any other way.

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use. Not to access without authority, interfere with, damage or disrupt:
 - any part of our site
 - any equipment or network on which our site is stored
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

19. 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.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Section.

If you wish to link to or make any use of content on our site other than that set out above, please contact us here: enquiries@brookepetter.co.uk or telephone our customer service line on: 0117 215 0173.

20. Contribution Standards

These contributions standards apply to any and all material which you contribute to our site (Contribution), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

BPA Ltd will determine, at its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:



- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from BPA Ltd, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

21. Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Contribution Standards section above.



You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in Rights you are giving us to use material you upload.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Section.

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

22. Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service to expire when the user deletes the content from the site.
- a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content to expire when the content is deleted from the site.

23. Breach of this policy

When we consider that a breach of this policy has occurred, we may take such action as we deem appropriate.



Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

24. 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.