**Terms and Conditions of Website Use**

Please read this carefully. By accessing this web site, you are agreeing to the terms and conditions that appear below. If you have any comments or questions, please contact us at suki@pebblecoaching.co.uk

This website is run by Pebbles Coaching & Wellbeing Consultancy

**Introduction**

In making use of the web site you agree to abide by any and all of the following terms and conditions governing use of the web site (“Acceptable Use Policy”). No charge is made by Pebbles Coaching & Wellbeing Consultancy for your use of the web site, though you should be aware that charges at rates as publicised by your internet provider may apply. We hold no responsibility for charges incurred when connecting to our site.

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You agree to abide by all applicable laws, regulations and codes of conduct and ensure that any content uploaded or distributed or stored by you does not infringe the rights of others.

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**You agree not to:**

* Impersonate another person or use a false name or a name you are unauthorised to use or create a false identity or e-mail address or try to mislead others as to the identity or origin of any communications;
* Modify, access or make available data stored on a computer device which you have accessed through our network, when either the owner of the data, computer or device has taken steps to prevent you from doing this or the owner has expressed a wish that you do not do this;
* Make available or upload files that contain software or other material, data or information not owned or licensed to you or collect information about others (e.g. names/addresses) without their prior consent;
* Damage, interfere with or disrupt access to the web site or do anything which may interrupt or impair their functionality;
* Save as authorised in these terms, make any commercial or business use of the web site or resell or commercially benefit from any part or aspect of the web site;
* Publish, post, distribute, disseminate or otherwise transmit defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;
* Threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
* Make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, “trojan horses”, “worms” or any other harmful software;
* Falsify the true ownership of software or other material or information contained in files made available via the web site;
* Obtain or attempt to obtain unauthorised access, through whatever means, to the web site, other services or computer systems or areas of our or any of our partners networks which are identified as restricted;
* Set up links to the web site, except to the home page of Pebbles Coaching & Wellbeing Consultancy ([www. PebblesCoaching&WellbeingConsultancy.co.uk)](http://www.notionltd) without express written permission from Pebbles Coaching & Wellbeing Consultancy

We retain the absolute right to prevent you accessing the web site, without prejudice to any of our accrued rights, where we in our sole discretion consider that you are contravening our Acceptable Use Policy or any other aspect of these terms.

**Registration**

Where the web site requires that you register in order to use it, you are obliged to provide accurate and complete registration information. It is your responsibility to update and maintain any changes to that information (including your e-mail address) by altering your details as appropriate.

* Any other person sharing your username and password;
* Access through a single username and password being made available to multiple users on a network.

When you register to use the web site, you will be obliged to click on an icon indicating that you have read, understood and accepted these terms and conditions. You will not be allowed to register unless you indicate your acceptance of these terms and any other terms and conditions that may apply.

**E-mail Policy**

We will not respond unless required to do so by law to any electronic mail (“e-mail”) which contains threatening, abusive, malicious, pornographic, obscene, defamatory or otherwise illegal or inappropriate material. We reserve the right to take such action as we in our sole discretion deem fit in respect of such material.

Unless you indicate to the contrary all e-mails received will be taken to be submitted, where appropriate, for publication, free of charge. If we decide to publish an e-mail from you on the web site, we will incur no liability to you by doing so.

Where appropriate we will endeavour to respond to e-mails with 2 days of receipt, but we cannot and do not guarantee to respond to e-mails. E-mails will generally be stored for 12 months after which time they will automatically be deleted. An e-mail sent to the incorrect destination is liable to be deleted immediately and if you are unsure of the correct destination for your e-mail please contact suki@pebblecoaching.co.uk

**Liabilities**

You agree that we have no control over third party content and information which can be accessed using the web site and that we do not examine or edit the use to which you or others put the web site or the nature of the content or information being accessed and that we are excluded from all liability of any kind arising from such content or information.

You furthermore agree to indemnify us in the manner set out below in these terms in relation to your use in any way of the web site.

We reserve the right to remove any information/material we deem to be in breach of any of these terms without notice, and without prejudice to any other accrued rights, and/or to make available such information/material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

We take all such steps as are reasonably necessary to provide a fast and reliable service, but exclude to the fullest extent permitted by law any liability for the security of the services on the web site or for any disruption of the web site however caused, loss of or corruption of any material in transit, or loss of or corruption of material when downloaded onto any computer systems.

We provide the web site on an “as is” basis and make no representations or warranties of any kind as to the web site or the content. We make no representations or warranties about the accuracy, completeness or suitability for any purpose of the content published on the web site. Any liability, however, it occurs, for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

**Indemnity**

You agree to indemnify and hold us and any of our officers, employees and agents harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses of any character incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of, or conduct on, the web site and/or a breach of the Acceptable Use Policy and/or any of these terms.

**Software and Security**

We are not responsible for any technical or other issues that may arise if you download software from external third-party web site (e.g. Acrobat Reader) or upgrade your browser software to enhance your usage of the web site.

**Changes to these Terms and Conditions**

We reserve the right to make changes to any part of the web site. Due to our policy of updating and improving the web site, it may therefore be necessary to change these terms.

If we change the terms, we will notify you by providing a clear link within the relevant web site to the detailed changes. If you use the web site after we have published or notified you of the changes, you will be agreeing to be bound by those changes. If you do not agree to be bound by them, you should not use the web site.

**Advertising and Sponsorship**

The web site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the web site complies with applicable laws, codes and regulations. We exclude to the fullest extent permitted by law any responsibility for any error or inaccuracy appearing in any advertising or sponsorship material. Please refer to our privacy policy for the use of cookies in relation to targeting potential advertisers.

**Termination**

We may terminate the provision of the web site or restrict your access to them without any prior notice to you where (by way of example and without limitation): (1) there is a regulatory or statutory change limiting our ability to provide the web site; (2) any event beyond our reasonable control prevents us from continuing to provide the web site (for example, without limitation, technical difficulties, capacity problems and communications failures); or (3) we consider in our sole discretion that you are abusing the services provided by the web site or are otherwise acting in breach of these terms.

As this is a shared service with other users, you agree that if the demand for the services provided by the web site is in excess of our ability to meet the capacity, we may either share the capacity among all users or we may give you notice by e-mail that the provision of the web site will terminate. Any such termination will not affect your accrued liabilities incurred prior to any such termination.

**Additional Services**

These terms shall be governed by and interpreted in accordance with English law and you irrevocably agree that the courts of England and Wales shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms.

For our exclusive benefit, we shall retain the right to bring proceedings as to the substance of the matter in the courts of your country of residence or, where these terms are entered into in the course of your trade or profession, the country of your principal place of business.

**Choice of Law and Jurisdiction**

Your dealings with any third parties, in particular advertisers and/or merchants, through the services provided by the web site and any terms, conditions, warranties or representations with such third parties are solely between you and such third party. You agree that we are not liable for such dealings, and you agree to indemnify us in the manner referred to above in these terms in relation to such dealings.

**General**

You may not assign, sub-license or otherwise transfer any of your rights under these terms. If any part of these terms and conditions is found to be invalid by any court having competent jurisdiction the validity of the remaining terms will be unaffected. If either party does not exercise any right or remedy under these terms, this will not be taken to mean that they have been waived.

**Web Design**

Pebbles Coaching & Wellbeing Consultancy are their own internet representative, and any web related concerns should be brought to their attention. If you find a design fault or broken link please contact suki@pebblecoaching.co.uk., or telephone their offices on UK 01792 844359. You may be charged for this call from your telephone provider.

**Contact**

If you have any queries concerning any part of these terms and the privacy and e-mail policies contained in them, please contact us at suki@pebblecoaching.co.uk.

**Data Protection**

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