

## **Terms and Conditions**

1. This page contains the terms and conditions ('these Terms') for www.winwick.org ('this Website' and 'our Website'). This includes the same for www.winwick.com. By accessing this Website, you are agreeing to be bound by these Terms, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. The website is owned and operated by Trevor Sherman trading as The Sherman Partnership (TSP-UK and collectively referred to as 'us' or 'we' in these Terms). Email: mail@tsp-uk.co.uk.

2. These Terms may occasionally be updated; so please refer back to them in the future. By using this Website you agree to be bound by the then current version of these Terms.

## **Use of Website**

3. You are permitted to use our website for your own personal use and to print and download material from this Website provided that you do not modify any content without our consent. You are also free to bookmark and share links directing others to content on this Website. Material on this website must not otherwise be reproduced or republished, either online or offline, without our permission.

## **Intellectual Property Information**

4. The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior written consent.

5. Subject to paragraph 3, no part of this Website may be reproduced without our prior written permission.

## **Site Up Time**

6. We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to maintenance, server or technical issues. Therefore we will not be liable if this Website is unavailable at any time.

## **Visitor Conduct**

7. With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this Website shall be considered non-proprietary and not confidential. By posting content to this Website you agree we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

8. When using this website you shall not post or send to or from this Website any material:

- (a) for which you have not obtained all necessary consents;
- (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law; or

(c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

9. We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of paragraph 8 of these Terms.

10. By posting content to this Website, you warrant and represent that you either own or otherwise control all of the rights to that content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content, or that your use of the content is a protected fair use.

11. You agree to indemnify and hold us and our affiliated companies, and their directors, officers and employees, harmless for any and all claims or demands, including reasonable attorney fees, that arise from or otherwise relate to your use of this Website, any content you supply to this Website, or your violation of these Terms or the rights of another.

### **Links to and from Other Websites**

12. Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this Website doing so is at your own risk.

13. Links to other websites may contain affiliate links. If so, we may receive a commission if you purchase a particular product or take a particular action.

14. If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions:

- (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
- (b) you do not misrepresent your relationship with us or present any false information about us;
- (c) you do not link from a website that is not owned by you; and
- (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with any applicable laws.

15. If you choose to link to our website in breach of Paragraph 14 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

### **Disclaimers**

16. This Website is for informational purposes only and we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

17. The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this Website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website. The material on this Website is provided 'as is' and you use it at your own risk.

18. The information contained on this Website constitutes general information and commentary only. Opinions where expressed other than in third party material and postings are those of the website owners and operator. The information on this Website does not take into account your specific circumstances and in no way constitutes legal, business or any other advice to you.

19. You understand that all content posted to this Website is the sole responsibility of the individual who originally posted or own the content. You also understand that all opinions expressed by users of this Website are expressed strictly in their individual capacities, and not as a representative of this Website, its owner or any of sponsors or partners.

#### **Exclusion of Liability**

20. Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

#### **Termination of Use**

21. You agree that we may, in our sole discretion, terminate or suspend your access to all or part of this Website with or without notice and for any reason, including, without limitation, breach of these Terms.

#### **Governing Jurisdiction**

22. These Terms shall be governed by and construed in accordance with English Law which is the territory in which this Website is hosted. By using this Website you agree that any dispute(s) arising in connection with this Website are subject to the exclusive jurisdiction of English Law.

#### **Contact**

23. Should you wish to contact us about these Terms, please send an email via the Website contact page.

1<sup>st</sup> July 2021

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