

## **Terms of use**

These terms of website use tell you the terms on which you may make use of the website [www.schwitters-associates.com](http://www.schwitters-associates.com) (the 'Website'). Use of the Website includes accessing and browsing.

Please read these terms of website use carefully before you start to use the Website, as they will apply to your use of the Website. We recommend that you print a copy of these terms of website use for future reference.

By using the Website, you confirm that you accept these terms of website use and that you agree to comply with them. If you do not agree to these terms of website use, you must not use the Website.

## **OTHER APPLICABLE TERMS**

Our Privacy and Cookies Policy found in our Privacy Policy on our Website also applies to your use of the Website. Our Privacy and Cookies Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us, and about the cookies on the Website. By using the Website, you consent to such processing, and you warrant that all data provided by you is accurate.

## **INFORMATION ABOUT US**

The Website is operated by SchwittersAssociates Ltd. ("SchwittersAssociates", "we", "our", and "us"). SchwittersAssociates is a limited liability company registered in England under number 15246324.

## **CHANGES TO THESE TERMS**

We may revise these terms of website use at any time by amending this page. Please check this page from time to time to take notice of any changes, as they are binding on you.

## **CHANGES TO THIS WEBSITE**

We may update the Website from time to time and may change the content at any time. However, please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update the Website.

We make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

We do not guarantee that the Website, or any content on the Website, will be free from errors or omissions.

## **ACCESSING THIS WEBSITE**

The Website is made available free of charge.

We do not guarantee that the Website, or any content on the Website, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of website use and any other applicable terms and conditions, and that they comply with them.

## **INTELLECTUAL PROPERTY RIGHTS**

We own or have the right to use all intellectual property rights in the Website, and in the material published on the Website.

You must not in any form or by any means reproduce, modify, distribute, store, transmit, publish, or display within another website or create derivative works from any part of the Website or commercialise any information contained from any part of the Website without first obtaining a licence to do so from us or our licensors.

## **NO RELIANCE ON INFORMATION**

The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on the Website.

## **LIMITATION OF OUR LIABILITY**

Nothing in these terms of website use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to this Website or any content on this Website, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website; or
- use of or reliance on any content displayed on the Website.

Please note that in particular, we will not be liable for:

- any loss of revenue or profit, loss of data, loss or goodwill or damage to reputation (whether direct or indirect); or
- any indirect, special, or consequential loss or damage whatsoever or howsoever incurred.

## **VIRUSES**

We do not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may 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 the Website will cease immediately.

## **THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

Where the Website contains links to other sites provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites, and we assume no responsibility for such content. Such links should not be interpreted as endorsement by us of those linked sites. We will not be liable for any loss or damage that may arise from your use of them.

## **APPLICABLE LAW**

These terms of website use, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the English courts.

## **CONTACT**

Questions, comments, and requests regarding these terms of website use should be sent by email to [info@schwitters-associates.com](mailto:info@schwitters-associates.com).

Last updated: 22 January 2024