



## **Web site Terms and Conditions**

These are the terms and conditions (“Website Terms”) which apply to your use of this website (“Website”). Please read them carefully and if you have any questions or issues, please get in touch by contacting us.

By proceeding with access to this Website you are deemed to have accepted both these Website Terms and our Privacy Policy which is supplemental to our Website Terms.

Please note that this Website is intended for use by residents of the United Kingdom whilst in the United Kingdom only. For the avoidance of doubt, none of the information this Website constitutes an offer to contract in any country in which it is available, including the UK.

These Website Terms are in addition to any terms of business which you may have as a direct customer (“Direct Terms”) and in the event of any conflict between these Website Terms and any Direct Terms, the terms and conditions of the Direct Terms shall prevail.

Any products or services acquired will be subject to their own terms and conditions with the relevant provider which you must also read.

This Website is provided by Ashleigh Mackay and Associates Ltd.

This Website may also contain hypertext links to, or information from, websites operated by third parties (meaning person or companies other than Ashleigh Mackay and Associates Ltd. Where the Website includes any such information and/or links these are for information purposes only and Ashleigh Mackay and Associates Ltd makes no representation whatsoever about any such link, website or content. Separate terms and conditions may also apply to such websites. Ashleigh Mackay and Associates Ltd accepts no responsibility for the content of or your use of any website which is accessed via a hypertext link from this Website.

### **Availability and Access**

Ashleigh Mackay and Associates Ltd does not warrant that this Website is free of viruses, worms, Trojan Horses or technical problems arising from your use of this Website. Ashleigh Mackay and Associates Ltd will endeavour to ensure that this Website is accessible for 24 hours a day but will not be liable if, for any reason, the Website is unavailable for any time or for any period.



Ashleigh Mackay and Associates Ltd will have the right to suspend access to the Website (or any part of it) temporarily or permanently and without notice.

At any time, access to and use of certain parts of this Website may be restricted to registered users, to which further terms governing access may apply. When applicable, such terms shall be drawn to your attention during the registration process. Ashleigh Mackay and Associates Ltd may, at its sole discretion, refuse to register a user or to provide access to certain parts of the Website to certain users, without providing reasons for doing so.

### **Information only web site**

The information contained on this Website is provided for information purposes only and cannot be regarded as constituting advice or recommendations (professional or otherwise). Ashleigh Mackay and Associates Ltd will use reasonable care and skill to ensure that information contained on this Website is accurate at the date of publication. However, because of the nature of the internet, information on the Website may not always be accurate or complete.

### **Amendments**

Ashleigh Mackay and Associates Ltd reserves the right to make amendments and changes to the information on the Website and any references to details of products or services, including pricing, are subject to change without notice.

### **Variation**

Ashleigh Mackay and Associates Ltd reserves the right to make amendments and changes to these terms and conditions without notice to you from time to time to reflect changes in market conditions affecting Ashleigh Mackay and Associates Ltd business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, and any other changes.

Any such amendment shall be effective once the revised terms and conditions have been posted on the Website. You shall be responsible for reviewing the terms and conditions of the Website each time you use the Website and we will treat your use of the Website as signifying your acceptance of the terms and conditions applicable at the time you access the Website.

### **Security**

Ashleigh Mackay and Associates Ltd will take all reasonable steps to ensure that any information you provide (via email or otherwise) as a result of your access to this Website is kept secure, but please remember that, because of the nature of the internet, the security of emails cannot be guaranteed. There is no guarantee that any emails sent will be received by us. Please also refer to our Privacy Policy.

### **Liability**



All warranties, conditions, representations and terms, whether express or implied by statute, common law or otherwise, with respect to this Website and its content, including but not limited to implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Website Terms to the extent that they may be excluded as a matter of law. Further, Ashleigh Mackay and Associates Ltd does not warrant that the Website will be uninterrupted or error free or that any defects will be corrected.

To the fullest extent permitted by law Ashleigh Mackay and Associates Ltd shall not be liable (whether in contract or tort, including negligence or breach of duty, or otherwise) for any damage, loss or liability sustained or arising out of or in connection with:-

Your use of the web site: Your reliance on or your inability to use the information contained on this Website; or any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, worm, Trojan Horse, or system failure, unavailability or suspension to this Website, including, without limitation, loss of profits, loss of income, loss of anticipated savings, loss of revenues, loss of data, loss of goodwill or loss of contracts or business (in each case whether direct or indirect) nor for any indirect, economic, consequential or special loss resulting from whatever cause.

To the extent permitted by applicable law, Ashleigh Mackay and Associates Ltd expressly disclaims all liability howsoever arising whether in contract, tort (or deceit) or otherwise (including, but not limited to, liability for any negligent act or omissions) to any person in respect of any claims or losses of any nature, arising directly or indirectly from: (i) Anything done or the consequences of anything done or omitted to be done wholly or partly in reliance upon the whole or any part of the information of this Website; and (ii) The use of any data or materials on this Website or unauthorised access to this Website or otherwise.

Ashleigh Mackay and Associates Ltd will not be responsible for any breach of these Website Terms caused by circumstances beyond its reasonable control.

Nothing in these terms and conditions shall exclude Ashleigh Mackay and Associates Ltd liability for death or personal injury resulting from Ashleigh Mackay and Associates Ltd negligence. You shall be liable for and shall indemnify Ashleigh Mackay and Associates Ltd and/or, where applicable, Ashleigh Mackay and Associates Ltd subsidiaries, officers, directors, agents, licensors, successors and assigns from against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) of any kind which arise out of or in connection with, directly or indirectly, your breach of these Website Terms.

Copyright and intellectual property rights: Ashleigh Mackay and Associates Ltd (or its subsidiaries or licensors) own the copyright and all intellectual property rights existing on or within this Website (including but not limited to all database rights, trade marks, registered and unregistered trade marks, service marks and logos). Nothing in the Website shall confer on any person any licence or right with respect to any such intellectual property. Ashleigh Mackay and Associates Ltd name may not be used in anyway, including in advertising or publicity pertaining to distribution of Information without our prior written consent.



The images, logos and names on the Website which identify Ashleigh Mackay and Associates Ltd or a provider of products or services from time to time are the proprietary marks of Ashleigh Mackay and Associates Ltd or the provider concerned. Nothing in the Website shall confer on any person any licence or right with respect to any such image, logo or name.

You are not permitted to download, print, redistribute or extract any information from this Website other than for your personal, non-commercial use.

You are not permitted to reproduce, copy, redistribute, modify or in any way change any of the information available on this Website.

You agree to indemnify and keep indemnified, Ashleigh Mackay and Associates Ltd, its officers, directors, agents, licensors, successors and assigns against all liabilities, claims, losses, costs, damage and expenses including legal fees incurred by Ashleigh Mackay and Associates Ltd should you breach any of the terms in this section (Copyright and other Intellectual Property Rights).

Data protection and privacy: Any personal information you supply to Ashleigh Mackay and Associates Ltd via this Website will be treated in accordance with the Data Protection Act 1998.

Additional information regarding the privacy of personal data, and the use of cookies, is available in Ashleigh Mackay and Associates Ltd Privacy Policy. You acknowledge and agree to be bound by the terms of Ashleigh Mackay and Associates Ltd Privacy Policy.

Communications: Applicable laws may require that certain information or communications be in writing. When using the Website, you accept and agree that communication with Ashleigh Mackay and Associates Ltd may be electronic. Ashleigh Mackay and Associates Ltd may contact you by email or provide you with information by posting notices on this Website. For any contractual purposes, you agree to electronic means of communication and you acknowledge that all contracts, notices, information and other communications that Ashleigh Mackay and Associates Ltd provides to you electronically comply with any legal requirements that such communication be in writing. This provision does not affect your statutory rights.

Severability: If any of these terms and conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which such terms and conditions are intended to be effective, then to the extent of such illegality, invalidity or unenforceability, in relation to such state or country only, such terms or conditions shall be deleted and severed from these terms and conditions and the remaining terms and conditions shall survive in full force and effect.



**Waiver:** If Ashleigh Mackay and Associates Ltd fails at any time to insist upon strict performance of any of your obligations under these Website Terms, or if Ashleigh Mackay and Associates Ltd fails to exercise any of its rights or remedies to which Ashleigh Mackay and Associates Ltd is entitled under these Website Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

**Entire agreement:** These Website Terms set out the whole of Ashleigh Mackay and Associates Ltd's agreement relating to your use of this Website. Nothing said by any sales person on Ashleigh Mackay and Associates Ltd's behalf should be understood as a variation of these Website Terms.

**Applicable law:** Ashleigh Mackay and Associates Ltd has established this Website in England. English Law shall govern its use at all times and in the event of a dispute the parties shall irrevocably submit to the exclusive jurisdiction of the English Courts.

**Contacting us:** Questions, comments and requests are welcomed you should get in touch by contacting us.

**Complaints:** We know that sometimes things go wrong and, in the unlikely event this happens, we want to put it right. As a valued client of Ashleigh Mackay and Associates Ltd, we want you to tell us if our advice or service does not meet your expectations. We take all client dissatisfaction seriously and seek to use the lessons learned to improve the way we do things. Please contact us if you wish to make a complaint:

Mr G Mackay

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