



Terms and Conditions: Use of Website

Background

This agreement applies as between you, the User of this Website, and F.J. Wilson Limited, the owner of this Website. Your agreement to comply with, and be bound by, these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Content”

Means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website.

“F. J. Wilson Limited”

Means F.J. Wilson Limited. Registered Office: Gascoyne House, Moseleys Farm Business Centre, Fornham All Saints, Bury St Edmunds, Suffolk, IP28 6JY. Company Number 07083525

“Service”

Means collectively any online facilities, tools, services or information that F. J. Wilson Limited makes available through the Website either now or in future.

“System”

Means any online communications infrastructure that F. J. Wilson Limited makes available through the Website either now or in the future. This includes, but is not limited to: web-based email; message boards; live chat facilities and email links.

“User”/ “Users”

Means any third party that accesses the Website and is not employed by F. J. Wilson Limited and acting in the course of their employment.

“Website”

Means the Website that you are currently using (www.fjwilson.com, www.fjwcoaching.com) unless expressly excluded by their own terms and conditions.



2. Intellectual Property

2.1 All Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of F. J. Wilson Limited, our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.

2.2 Subject to sub-clause 2.3 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by F. J. Wilson Limited.

2.3 Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

3. Links to other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of F. J. Wilson Limited or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

4. Links to this Website

Those wishing to place a link to this Website on other sites may do so only to the home page of the site www.fjwilson.com or www.fjwcoaching.com without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of F. J. Wilson Limited. To find out more please contact us by email (directors@fjwilson.com) or by post: Directors, F. J. Wilson Limited, Gascoyne House, Moseleys Farm Business Centre, Fornham All Saints, Bury St Edmunds, Suffolk, IP28 6JY.

5. Candidates (www.fjwilson.com only)

5.1 You acknowledge that you are responsible for any Content you may submit via the Website, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the Website any Content that (i) is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on



intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Website.

5.2 You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify F. J. Wilson Ltd for all claims resulting from Content you supply.

5.3 Prohibited Use

You may not use the Website for any of the following purposes:

- in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

- in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

- making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

5.4 Registration

You must ensure that the details provided by you on registration or at any time are correct and complete.

You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.

You may cancel your registration at any time, If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.



5.5 Password and Security

When you register on this Website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.

If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

6. Disclaimers

6.1 F. J. Wilson Limited makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.

6.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

7. Availability of the Website

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

F. J. Wilson Limited accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

8. Limitation of Liability

8.1 To the maximum extent permitted by law, F. J. Wilson Limited accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.



8.2 Nothing in these terms and conditions excludes or restricts F. J. Wilson Limited's liability for death or personal injury resulting from any negligence or fraud on the part of F. J. Wilson Limited.

8.3 Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

9. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

10. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

11. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

12. Law and Jurisdiction

These terms and conditions and the relationship between you and F. J. Wilson Limited shall be governed by and construed in accordance with the Law of England and Wales and F. J. Wilson Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

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