

Website Terms and Conditions Of Use

We are The Business Advice Consultancy Limited (“we”, “us”, “our”), trading as BAC, registered in England with Company Number 12644580. Our registered office address is at Morgan Reach House, 136 Hagley Road, Birmingham, West Midlands, B16 9NX.

We are a business management provider that provides businesses with access to business management business services.

Our website is www.businessadviceconsultancy.co.uk (“Our site”).

If you need to contact us in relation to these Terms and Conditions, you can do so by letter addressed to the Managing Director at the above address, or by email to fred.dures@businessadviceconsultancy.co.uk

1. ABOUT THESE TERMS AND CONDITIONS

1.1 These Terms together with any other documents referred to in them, sets out the terms that apply to your use of our site.

1.2 Please read these Terms carefully and ensure that you understand them. Your acceptance of them is required and will be confirmed by you if you continue to use our website.

1.3 If you do not agree to these Terms, you must immediately cease using our site.

2. CHANGES TO THESE TERMS AND/OR OUR SITE

2.1 These Terms and/or our site or any part of it may be updated and/or changed from time to time. Each time you use our site, you should check that you understand the current version of these Terms at the date of your use.

2.2 We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We do not guarantee the availability of our site and/or any content on it.

2.3 Our site is made available free of charge, and you are responsible for making arrangements necessary for you to access our site and any part of it. Neither access nor continued access to our site is guaranteed and is on an “as is” and on an “as available” basis. Access to the whole or any part of our site may be suspended or discontinued at any time.

2.4 You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and conditions and other applicable terms of use and that they comply with them.

2.5 Our site is intended for use in the UK only and we make no warranty and/or representation as to its availability or suitability for use outside of the UK.

3. USE OF MATERIAL ON OUR SITE

3.1 You are permitted to use our site in a lawful manner and for lawful purposes only.

3.2 All content included on our site by us and the copyright and other intellectual property rights in that content belongs to or has been licensed by us, unless specifically labelled otherwise. All content is protected by applicable United Kingdom and international intellectual property laws and treaties.

3.2 You may access, view, and use our site in a web browser (including any web browsing capability built into other types of software or app) and you may download our site (or any part of it) for caching (this usually occurs automatically).

3.3 You may print one copy and download extracts, of any page(s) from our site for your personal use only.

3.4 You also agree:

- a) Not to reproduce, duplicate, copy, or re-sell any part of our site in contravention of these Terms;
- b) Not to access without authority, interfere with, damage, or disrupt any part of our site, any equipment or

network on which our site is stored, any software used in the provision of our site or any equipment or network or software owned or used by any third party.

3.5 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, any graphics or other content from our site separately from any accompanying text.

3.6 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

3.7 You must not use any part of the content on our site for commercial purposes without first obtaining a licence to do so from us or our licensors.

3.8 If you print off, copy, or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4. DO NOT RELY ON INFORMATION ON THIS SITE

4.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. Professional or specialist advice should always be obtained before taking, or refraining from, any action relating to the content on our site.

4.2 Although we make reasonable efforts to ensure that the content on our site is accurate, complete and to update, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, or up to date.

5. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

5.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

5.2 We have no control over the contents of those sites or resources and accept no liability for the content of third-party websites.

6. USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by users on our site do not represent our views or values. We accept no liability for the content of information and materials uploaded by users of our site.

7. HOW TO COMPLAIN ABOUT CONTENT UPLOADED BY OTHER USERS

If you wish to complain about content uploaded by users, please contact us at the above email address.

8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

8.1 Whether you are a consumer or a business user:

- a) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.
- b) Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our terms and conditions of supply.

8.2 If you are a business user:

- a) We exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it.
- b) We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising out of or in connection with:
- c) use of, or inability to use, our site; or

- d) use of or reliance on any content displayed or included on our site.
- e) In particular, we will not be liable for:
- f) loss of profits, sales, business, or revenue;
- g) business interruption;
- h) loss of anticipated savings;
- i) loss of business opportunity, goodwill, or reputation; or
- j) any indirect or consequential loss or damage.

8.3 Our site is intended for business-to-business use but, if you are a consumer user:

- a) Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill, or reputation or any indirect or consequential loss or damage.
- b) If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

8.4 However, we will not be liable for damage that you could have avoided by following our advice to apply an update available to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Notice.

10. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

10.1 We do not guarantee that our site will be secure or free from bugs, viruses and/or malware.

10.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

10.3 You must not misuse our site by deliberately introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack or by any other means.

10.4 By breaching these provisions, you would commit a criminal offence under the Computer Misuse Act 1990, as updated or replaced. 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 our site will cease immediately.

11. RULES ABOUT LINKING TO OUR SITE

11.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

11.2 You must not establish a link to our site in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

11.3 You must not establish a link to our site in any website that is not owned by you.

11.4 Our site must not be framed or embedded on any other site, nor may you create a link to any part of our site other than the home page.

11.5 We reserve the right to withdraw your linking permission without notice.

11.6 The website in which you are linking must comply in all respects with the content standards set out in clause 12.

12. CONTENT STANDARDS

12.1 These content standards set out in clauses 8.4 and 8.5 (“Content Standards”), apply to any communication via, interaction with and all material which you contribute to, our site.

12.2 The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any contribution you make to our site as well as to its whole.

12.3 We will determine, in our discretion, whether a contribution that you make to our site breaches the Content Standards.

12.4 A contribution that you make to our site must:

- a) Be accurate (where it states facts);
- b) Be genuinely held (where it states opinions); and
- c) Comply fully with all and any applicable local, national, and international laws and regulations.

12.5 A contribution that you make to our site must not:

- a) Be defamatory of any person;
- b) Be obscene, offensive, hateful, or inflammatory;
- c) Bully, insult, intimidate or humiliate;
- d) Promote or be sexually explicit material;
- e) Promote violence;
- f) Promote discrimination or be defamatory of any person, group or class of persons based on race, gender, gender identity, religion, nationality, disability, sexual orientation, or age;
- g) Infringe or assist infringement of any copyright, database right or trademark of us or any other person;
- h) Be likely to deceive any person;
- i) Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- j) Promote any illegal activity;
- k) Be in contempt of court;
- l) Be threatening, abuse or invade another’s privacy, or use their personal information in a way that you do not have the right to;
- m) Intend or be likely to harass, upset, embarrass, alarm, or annoy any other person;
- n) Impersonate any person or misrepresent your identity or affiliation with any person;
- o) Give the impression that the contribution that you make to our site emanates from us or any other party if that is not the case;
- p) Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- q) Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation, or instigation of acts of terrorism; or
- r) Contain any advertising or promote any services or web links to other sites.

13. WHICH COUNTRY’S LAWS APPLY TO ANY DISPUTES?

13.1 If you are a consumer, please note that these terms of use, their subject matter and their formation and our relationship with you, are governed by and construed in accordance with English law. We both agree that the courts of England will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

13.2 If you are a business, these terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) and our relationship with you are governed by and construed with, English law. We both agree to the exclusive jurisdiction of the courts of England.

14. ACCOUNT DETAILS

14.1 If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

14.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

14.3 If you know, or suspect, that anyone, other than you, knows your user identification code or password, you must promptly notify us at the above email address.

15. BREACH OF THESE TERMS

15.1 If you breach these Terms in any way, we may take any action as we deem appropriate including, but not limited to, temporary or permanent withdrawal of permission to you to use our site.

15.2 Any and all liability for and/or arising from any and/or all action we may take in response to any breach of the Terms is excluded.

16. CHANGES TO THESE TERMS

16.1 We may change these Terms from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects them.

16.2 Any changes will be made available on our website.