Beacon Brooke: T&Cs

#### **Acceptance of Terms**

Your access to and use of this Site is subject to the following Terms of Use. Beacon Brooke reserves the right to update these Terms of Use at any time without notice to you. The most current version of the Terms of Use may be accessed by clicking on the "Terms of Use" hypertext link located at the bottom of the Site. By using this Site, you accept, without limitation or qualification, these Terms of Use. If you do NOT agree to these Terms of Use, please do NOT use this Site.

#### **Accuracy and Completeness of Information**

While Beacon Brooke strives to ensure that the information contained in this Site is accurate and reliable, Beacon Brooke makes no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such information, and assumes no liability or responsibility for any omissions or errors in the content of this Site.

#### **Modification of Site**

Beacon Brooke will periodically revise the information, services and resources contained in this Site and reserves the right to make such changes without any obligation to notify past, current or prospective visitors.

#### **Your Use of the Site**

You may download content for non-commercial, personal use only, provided copyright, trademark or other proprietary notices remain unchanged and visible. No right, title or interest in any downloaded materials is transferred to you as a result of any such downloading or copying. You agree that you will not otherwise copy, modify, alter, display, distribute, sell, broadcast or transmit any material on the Site in any manner without the written permission of Beacon Brooke.

#### **No Unlawful or Prohibited Use**

As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use or any applicable laws.

#### **Unsolicited Submissions**

Beacon Brooke does not accept or consider any creative ideas, suggestions or materials from the public ("Submissions"), therefore, you should not make any Submissions to Beacon Brooke. If you do send us a Submission, despite our request not to do so, then such Submission will be considered non-confidential and non-proprietary and shall immediately become the property of Beacon Brooke. Beacon Brooke shall exclusively now and hereinafter own all rights, title and interest therein. Beacon Brooke will be free to use any Submissions for any purpose whatsoever.

#### **Privacy Policy**

Beacon Brooke's use of any personal data you submit to the Site is governed by the Site's Privacy Policy.

#### **Disclaimers**

THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS. BEACON BROOKE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BEACON BROOKE DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS WEBSITE AND THE CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THIS WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF THE WEBSITE OR ANY PORTION THEREOF, (D) YOUR USE OF THIS WEBSITE OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE WEBSITE.

#### **Limitation of Liability**

In no event and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall Beacon Brooke be liable for any direct, indirect, special, incidental or consequential damages arising out of any use of the information contained herein, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction.

#### **Indemnification**

You agree to defend, indemnify, and hold Beacon Brooke harmless from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from and related to your use of the Site.

#### **Copyright Notice**

Unless otherwise noted, the graphic images, buttons and text contained in this Site are the exclusive property of Beacon Brooke and its group companies. Except for personal use, these items may not be copied, distributed, displayed, reproduced, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise without prior written permission of Beacon Brooke.

#### **Trademarks**

This Site features logos, brand identities and other trademarks and service marks (collectively, the "Marks") that are the property of, or are licensed to Beacon Brooke and its group companies. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Mark displayed on this Site without written permission of Beacon Brooke or any such third party that may own a Mark displayed on the Site.

#### **Special Offers and Links to Third Party Sites**

This Site may contain special offers made by third parties and/or links to other sites owned and operated by third parties and not maintained by Beacon Brooke. However, even if such third parties are affiliated with Beacon Brooke, Beacon Brooke has no control over the special offers made or the linked sites, all of which have separate terms and conditions, privacy and data collection practices and legal policies independent of Beacon Brooke. Beacon Brooke is not responsible for the contents of any special offers or linked sites and does not make any representations regarding the content or accuracy of the special offers or material on linked sites. Viewing such third party sites is entirely at your own risk.

#### **Law and Jurisdiction**

These Terms shall be governed by, interpreted and construed in accordance with the laws of England and Wales and all claims or disputes arising out of or in connection with them shall be subject to the exclusive jurisdiction of the English Courts.