
TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Web Site and Project Development & Support Limited (the Company), the owner of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon the relevant Material being made available to you.

1. Definitions and Interpretation

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

“Account”	means collectively the personal information, Payment Information and credentials used by Users to access Material and / or any communications System on the Web Site;
“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 Web Site;
“Licence”	means the terms and conditions governing your use of Material downloaded or purchased from this Web Site;
“Material”	means Content that Project Development & Support Ltd makes available for purchase by Users subject to the terms of the appropriate Licence;
“the Company”	means Project Development & Support Limited and/or Project Development & Support Limited Trading as Tendering for Care of 30 Gritstone Road, Matlock, Derbyshire, DE4 3GB;
“Service”	means collectively any online facilities, tools, services or information that Project Development & Support Limited makes available through the Web Site either now or in the future;
“Payment Information”	means any details required for the purchase of Material from this Web Site. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Purchase Information”	means collectively any orders, invoices, confirmation emails, receipts or similar that may be in hard copy or electronic form;
“System”	means any online communications infrastructure that Project Development & Support Limited makes available through the Web Site 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 Web Site and is not employed by Project Development & Support Limited and acting in the course of their employment; and
- “Web Site”** means the website that you are currently using (www.tenderingforcare.com) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. Intellectual Property

- 2.1 Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Web Site, 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 the Company, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2 Subject to Clause 4 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by the Company.

3. Third Party Intellectual Property and Material

- 3.1 Material available for purchase on this Web Site is always accompanied by the details of its respective author and owner. The Material is the property of the author and owner detailed. Such ownership extends to any free previews of Material that may be available on this Web Site.
- 3.2 Subject to Clause 4, Purchased Material is to be used only in accordance with the terms of the accompanying Licence. Use without a Licence or beyond the terms of such a Licence is prohibited subject to any alternative agreement between you and the owner of the relevant Material.
- 3.3 Free previews of Material may be used in works in progress. Such preview Material must be removed from and / or replaced with purchased Material for any versions of works that are released to any parties other than co-authors. Under no circumstances are Material previews or any work containing them to be commercially exploited.

4. Fair Use of Intellectual Property

Material from the Web Site 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.

5. Links to Other Web Sites

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of the Company or that of our affiliates. We assume no responsibility for the content of such web sites 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 Web Site does not imply any endorsement of the sites themselves or of those in control of them.

6. Links to this Web Site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site <http://www.tenderingforcare.com> without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of the Company. To find out more please contact us by email at info@tenderingforcare.com , by telephone at 01629 57501 or by writing to 30 Gritstone Road, Matlock, Derbyshire, DE4 3GB.

7. Use of Communications Facilities

- 7.1 When using an enquiry form or any other System on the Web Site you should do so in accordance with the following rules:



- 7.2.1 You must not use obscene or vulgar language;
 - 7.2.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
 - 7.2.3 You must not submit Content that is intended to promote or incite violence;
 - 7.2.4 It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;
 - 7.2.5 The means by which you identify yourself must not violate these terms of use or any applicable laws;
 - 7.2.6 You must not impersonate other people, particularly employees and representatives of the Company or our affiliates; and
 - 7.2.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".
- 7.3 You acknowledge that the Company reserves the right to monitor any and all communications made to us or using our System.

8. Accounts

- 8.1 In order to purchase Material on this Web Site you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Web Site as we may not require payment information until you wish to make a purchase. By continuing to use this Web Site you represent and warrant that:
- 8.1.1 all information you submit is accurate and truthful;
 - 8.1.2 you have permission to submit Payment Information where permission may be required; and
 - 8.1.3 you will keep this information accurate and up-to-date.
- Your creation of an Account is further affirmation of your representation and warranty.
- 8.2 It is recommended that you do not share your Account details, particularly your username and password. The Company accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 8.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact the Company immediately to suspend your Account. Please be aware that due to the instantaneous nature of Material delivery, pending or completed purchases cannot be cancelled.
- 8.4 When choosing your username you are required to adhere to the terms set out above in Clause 8. Any failure to do so could result in the suspension and/or deletion of your Account.

9. Termination

- 9.1 Either the Company or you may terminate your Account. If the Company terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 9.2 If the Company terminates your Account, you retain the right to use the Material purchased from us.
- 9.3 If you terminate your Account, you retain the right to use the Material purchased from us.



- 9.4 The Company reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and granting access to Material.

10. Material, Pricing and Availability

- 10.1 Whilst every effort has been made to ensure that all graphical representations and / or descriptions of Material available from the Company correspond to the actual Material, the Company is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Material, not different Material altogether. Please refer to Clause 11 for incorrect or faulty Material.
- 10.2 Where appropriate, you may be required to select the required [size] [quality] [format] [number] [other features] of the Material that you are purchasing.
- 10.3 The Company does not represent or warrant that such Material will be available. Material may be temporarily unavailable due to problems with the Service, maintenance or similar. Alternatively, Material that is no longer available may remain referenced on the Web Site for a short time before removal.
- 10.4 All pricing information on the Web Site is correct at the time of going online. The Company reserves the right to change prices and alter or remove any special offers from time to time and as necessary.
- 10.5 In the event that prices are changed during the period between an order being placed for Material and the Company processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price;
- 10.6 All prices on the Web Site do not include VAT. The Company's VAT number is 716 0081 69.

11. Refunds Policy

The Company aims to always provide high quality Material that is fault free. On occasion however, Material may contain faults. Refunds are governed by these Terms and Conditions:

- 11.1 These Terms and Conditions cover only faults that impair the use of the Material. This includes, but is not limited to, data corruption.
- 11.2 These Terms and Conditions do not cover use difficulties arising out of issues such as file incompatibility or minor mistakes in the Material itself such as spelling errors or graphical faults that do not result from data corruption.
- 11.3 If Material contains faults on download, you should inform the Company immediately and must inform us within 24 hours of the download in order to receive a refund equal to the purchase price of the relevant Material. Any notification received outside of this time period is at the exclusive discretion of the Company's management.
- 11.4 If you change your mind and decide that you no longer require the Material you have purchased, refunds will be available at the exclusive discretion of the Company's management.
- 11.5 In the event that the incorrect Material is downloaded due to an error on the part of the Company you should inform us immediately and must inform us within 24 hours of the download in order to receive a refund equal to the purchase price of the relevant Material. Any notification received outside of this time period is at the exclusive discretion of the Company's management.
- 11.6 Where any refund is issued, you are required to delete and / or destroy any copies of the Material, electronic or otherwise. Any other works into which the Material has been integrated must have the Material removed from them or, where this is not possible, be deleted and / or destroyed themselves. Failure to do so will result in you being in breach of the Licence under which you purchased the Material.



11.7 If you wish to request a refund for any of the above reasons, please contact us by email at info@tenderingforcare.com, by telephone at 01629 57501 or by writing to 30 Gritstone Road, Matlock, Derbyshire, DE4 3GB to make the appropriate arrangements.

12. Privacy

Use of the Web Site is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference.

13. Disclaimers

13.1 Subject to the Terms and Conditions above, the Company makes no warranty or representation that the Web Site or the Material available for download or purchase 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 Services.

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

13.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

14. Changes to the Service and these Terms and Conditions

The Company reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes. If the Company is required to make any changes to Terms and Conditions relating to sale of goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

15. Availability of the Web Site

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.

The Company accepts no liability for any disruption or non-availability of the Web Site 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.

16. Limitation of Liability

16.1 To the maximum extent permitted by law, the Company 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 Web Site or any information contained therein. Users should be aware that they use the Web Site and it's Content at their own risk.

16.2 Whilst every effort is made to keep viruses and similar malicious software or code out of Content, Material, Systems and Services provided by the Company, the Company accepts no liability for any damage done by such elements. Users bear the responsibility of ensuring adequate virus protection for their own systems and are advised to make regular and frequent back-ups.

16.3 Whilst 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, 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.

17. 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.

18. 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.

19. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@tenderingforcare.com. 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.

20. Law and Jurisdiction

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

19th March 2011

