



Understanding Work, Understanding People™

Website Terms and Conditions of Use

Revision 2 – 10/12/2011

1. Website

- 1.1 'Website' refers to the sites published under the following domains: www.theworkpractice.co.uk, www.TheWorkPracticeLimited.co.uk, and www.TWPLimited.co.uk.

2. Acceptance Of Terms

- 2.1 Your access to, and use of, this website is subject exclusively to these Terms and Conditions. By using the Website you are fully accepting the terms, conditions, and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website. You agree not to use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions.

3. Changes To Website

The Work Practice Ltd reserves the right to:

- 3.1 change these Terms and Conditions at any time, and
- 3.2 remove or modify (temporarily or permanently) the Website or any part of it without notice and you confirm that The Work Practice Ltd shall not be liable to you for any such removal or modification; and
- 3.3 and your continued use of the Website following any changes to the Terms and Conditions or the Website content shall be deemed to be your acceptance of such changes.

4. Website Contents

- 4.1 The material and information contained on this website is for general information purposes only. The contents of the Website do not constitute advice, and you should not rely upon the material or information on the website as a basis for making any business, legal or any other decisions.
- 4.2 The Work Practice Ltd will not be liable for any false, inaccurate, inappropriate or incomplete information presented on the website. Any reliance you place on such material is therefore strictly at your own risk.

5. Links To/With Third Party Websites

- 5.1 The Website includes links to third party websites that are not under the control of The Work Practice Ltd. Such links are not an endorsement of other websites, they are provided for your convenience only. We cannot accept any liability in respect of materials, products or services available on any website which is not under the control of The Work Practice Ltd.
- 5.2 We welcome inward links to The Work Practice Ltd website. We request that links be appropriate and relevant, and must not give the impression that The Work Practice Ltd is in any way associated with, or have approved, any linking site or organisation.

6. Copyright Notice

- 6.1 This website is copyright of The Work Practice Ltd. All copyright, trade marks, database rights, and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to The Work Practice Ltd, or otherwise used by The Work Practice Ltd as permitted by law.
- 6.2 You may not copy any part of this site, or otherwise do anything in relation to any part of the site, other than the following:
 - (a) You may print or download pages and documents from this website for your personal and non commercial use only, unless stipulated otherwise on the originating page or document.
 - (b) In material issued to third parties, you may only quote from this site provided that such quote is not used in a misleading context, and that you give due credit to the author and to The Work Practice Ltd.
- 6.3 You may not otherwise use, or reproduce, any of this website or material in any manner other than those listed above without the prior written permission of The Work Practice Ltd.

7. Disclaimer Of Liability

- 7.1 The Work Practice Ltd makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive. The Work Practice Ltd shall not be liable for any loss or damage which may occur as a result of any virus or breach of security.
- 7.2 The Work Practice Ltd takes all reasonable steps to ensure that the Website is free from computer viruses, however this cannot be guaranteed and you should check files and documents with your own virus scanner before downloading.
- 7.3 To the extent not prohibited by law, in no circumstances shall The Work Practice Ltd be liable to you or any other third parties for any loss or damage (including, without limitation, damage for loss of business or loss of profits) arising directly or indirectly from your use of, or inability to use, this site or any of the material contained in it.

- 7.4 Whilst making every attempt to secure personal data, The Work Practice Ltd cannot accept responsibility for any unauthorised access or loss of personal information that is beyond the control of The Work Practice Ltd.
- 7.5 Liability is not limited by the above disclaimers in relation to death or personal injury arising from negligence on the part of The Work Practice Ltd.
- 7.6 These disclaimers, exclusions, and terms & conditions shall be governed by, and construed in accordance, with the law of Scotland and you hereby submit to the exclusive jurisdiction of the Scottish courts. The Scottish courts shall have exclusive jurisdiction to settle any claim or dispute which might arise out of, or in connection with, these terms and conditions.

8. Use of cookies

- 8.1 When you login to our 'Client Area' of the website (secure areas) we send you an encrypted session cookie. This cookie is used only to validate your access to different parts of the site. It will expire after 3 minutes of inactivity.
- 8.2 A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that our website can remember who you are.
- 8.3 If you have 'cookies' enabled on your browser, you will only need to log in once to access all the areas to which you have been granted access permission (although you will be logged out after a period of inactivity), and to download documents that you have permission to access. If 'cookies' are not enabled on your browser, you will have to log in to each restricted page individually each time you visit.
- 8.4 Our website uses Google Analytics, a web analytics service provided by Google, Inc. Google Analytics uses cookies to help this website analyse how users use the site.

9. Severance

- 9.1 Any provisions of the Terms and Conditions found to be unlawful, void or unenforceable shall be deemed to be severable from the other provisions of the Terms and Conditions, whereby the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

10. Use Of Your Information

- 10.1 The Work Practice Ltd is registered with the Information Commissioner under the Data Protection Act 1998. We comply with the Data Protection Principles set out in the Act with regards to content, use, storage and security of information.
- 10.2 Any personal information you provide via the website will be used strictly in accordance with the terms of our Data Protection & Privacy Policy and Client Confidentiality Policy.

- 10.3 We do not collect or store personal financial information (such as credit card details or bank account details). All financial transactions are processed by a recognised and authorised third party, such as PayPal, via their own secure systems.

11. Indemnity

- 11.1 You agree to indemnify The Work Practice Ltd and its employees and Associates against all liabilities, damages, losses, legal fees, costs and other expenses in relation to any claims or actions brought against The Work Practice Ltd arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website, and/or any other person or entity's use of the website where such person or entity was able to access the website using your password.
- 11.2 The Work Practice Ltd shall be entitled to terminate your access to the website, or any part of it, in its sole discretion and without limiting its rights in any way, for abuse of the website and/or its contents.

12. Contact Details

- 12.1 This website is owned and operated by The Work Practice Ltd, a private limited company registered in Scotland SC403076.
- 12.2 The Work Practice Ltd's registered office is at 83 Princes Street, Edinburgh, EH2 2ER.
- 12.3 The Work Practice Ltd is registered for VAT purposes and its registration number is 116 2569 22.
- 12.4 If you have any queries relating to your registration with, and use of, this website please contact admin@theworkpractice.co.uk or telephone 0844 809 2557.

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