CONVERSATIONS THAT COUNT
WEBSITE TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using my website: *https://www.conversationsthatcount.uk/* (**My Site**).

Who am I and how to contact me

https://www.conversationsthatcount.uk/ is a site operated by Simon Garnett, a sole trader trading as Conversations That Count (**I, me** or **my**), whose principal place of business is at 7 Beaconsfield Road, Twickenham, Middlesex TW1 3HX. If you wish to contact me, please email *simon@conversationsthatcount.uk*.

By using My Site, you accept these terms

By using My Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use My Site. I recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of My Site:

- Privacy Policy *here*. See further under How I may use your personal information.
- Cookie Policy *here*, which sets out information about the cookies on My Site.

I may make changes to these terms

These terms are amended from time to time. Every time you wish to use My Site, please check these terms to ensure you understand the terms that apply at that time.

I may make changes to My Site

I may update and change My Site from time to time to reflect changes to my services, my users' needs and my business priorities. I will try to give you reasonable notice of any major changes.

I may suspend or withdraw My Site

My Site is made available free of charge.

I do not guarantee that My Site, or any content on it, will always be available or be uninterrupted. I may suspend or withdraw or restrict the availability of all or any part of My Site for business and operational reasons. I will try to give you reasonable notice of any suspension or withdrawal.

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

I may transfer this agreement to someone else

I may transfer my rights and obligations under these terms to another organisation. I will always tell you in writing if this happens and I will ensure that the transfer will not affect your rights under the contract.

My Site is for users in the United Kingdom

My Site is directed at residents of the United Kingdom. Whilst I welcome visitors from around the world, I do not represent that the content available on or through My Site is appropriate for use or available in other locations.

How you may use material on My Site

I am the owner or the licensee of all intellectual property rights in My Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from My Site for your personal use and you may draw the attention of others within your organisation to content posted on My Site.

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 or any graphics separately from any accompanying text.

My status (and that of any identified contributors) as the author of content on My Site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on My Site for commercial purposes without obtaining a licence to do so from me or my licensors.

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

Do not rely on information on My Site

The content on My Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on My Site.

Although I make reasonable efforts to update the information on My Site, I make no representations, warranties or guarantees, whether express or implied, that the content on My Site is accurate, complete or up to date.

I am not responsible for websites I link to

Where My 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 me of those linked websites or information you may obtain from them.

I have no control over the contents of those sites or resources.

User-generated content is not approved by me

This website may include information and materials uploaded by other users of the site, including to forums and chat rooms. This information and these materials have not been verified or approved by me. The views expressed by other users on My Site do not represent my views or values.

How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact me at *simon@conversationsthatcount.uk*.

My responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- I do not exclude or limit in any way my liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by my negligence or the negligence of my employees, agents or contractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in Coaching Terms and Conditions.

If you are a business user:

- I exclude all implied conditions, warranties, representations, or other terms that may apply to My Site or any content on it.
- I 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 under or in connection with:
    - use of, or inability to use, My Site; or
    - use of or reliance on any content displayed on My Site.
- In particular, I will not be liable for:
    - loss of profits, 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.

How I may use your personal information

I will only use your personal information as set out in the policy *here*.

Uploading content to My Site

Whenever you make use of a feature that allows you to upload content to My Site, or to make contact with other users of My Site, I reserve the right to monitor content and interactions and take action if deemed necessary.

Any content you upload to My Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant me and other users of My Site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

I also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to My Site constitutes a violation of their intellectual property rights, or of their right to privacy.

I have the right to remove any posting you make on My Site if, in my opinion, your post does not comply with the content standards that are deemed to be acceptable.

You are solely responsible for securing and backing up your content.

I am not responsible for viruses and you must not introduce them

I do not guarantee that My Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access My Site. You should use your own virus protection software.

You must not misuse My Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to My Site, the server on which My Site is stored or any server, computer or database connected to My Site. You must not attack My Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. I will report any such breach to the relevant law enforcement authorities and I will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use My Site will cease immediately.

Rules about linking to My Site

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

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

You must not establish a link to My Site in any website that is not owned by you.

My Site must not be framed on any other site, nor may you create a link to any part of My Site other than the home page.

I reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on My Site other than that set out above, please contact me.

Which country's laws apply to any disputes?

Please note that these terms of use, their subject matter and their formation, are governed by English law. You and I both agree that the courts of England and Wales will have exclusive jurisdiction.