

## **Terms of Use**

### **1. About us and these terms**

- 1.1. We Ener-Vate, are registered in England and our registered company number is 8935101. Our registered office is at c/o Genesis Centre, Innovation Way, Stoke-on-Trent, ST6 4BF. We own and operate this website ("Site").
- 1.2. Your use of this Site is subject to these Terms of Use which explain some key things about the Site. By using this Site you will be deemed to have accepted and agreed to be bound by these Terms of Use.
- 1.3. We reserve the right to restrict your access to all or part of the Site if you do anything in breach of these terms.
- 1.4. We may occasionally update these terms, at our sole discretion, so you should return to this page and read through these terms from time to time. Your use of the Site following changes to these terms will constitute your acceptance of those changes.

### **2. Are there any eligibility requirements to use the Site?**

- 2.1. Please note:
  - a) The Site is not aimed at nor intended for children under the age of 16, any children under 16 using this Site must do so under the supervision of a parent or guardian.
  - b) The Site is designed for use within the UK only. If you are accessing the Site from outside the UK, you will be responsible for compliance with any local laws that may be applicable to its use.

### **3. What other rules apply?**

- 3.1. You may only use the Site for your own personal, non-commercial and lawful use, and only in accordance with these terms.
- 3.2. You are not allowed to:
  - a) scrape the Site, create a database based on its contents or do anything similar;
  - b) hack or attempt to breach security or interfere with the proper working of the site;
  - c) use the Site for anything illegal or immoral, including the sending of any content that is unlawful, threatening, abusive, libellous, pornographic, obscene, vulgar, indecent, offensive or which infringes intellectual property rights or the rights of any person;
  - d) use the Site to transmit any data that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code; or
  - e) create links to the Site from any other website without our prior written permission.

### **4. What about access to the Site and its content?**

- 4.1. It is your responsibility to ensure that your computer or device meets all the necessary technical requirements to access and use the Site.

We will use reasonable efforts to ensure that the Site is available at all times however we cannot guarantee that the Site or any individual function or feature of the Site will always be available and/or error free. In particular, the Site may be unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on the Site. Also, we may withdraw, modify or suspend the Site at any time.

**5. Who owns the Site and its contents, and what are my rights?**

- 5.1. We grant you a limited non-transferrable license to make personal use only of the Site in accordance with these terms.
- 5.2. We and our licensors own all right, title and interest in, and all intellectual property rights (including copyright, database rights, patents, trademarks, designs, know-how, confidential information and any other similar protected rights in any country) in the Site. Nothing in these terms gives you any rights in respect of any intellectual property owned by us or our licensors except for the license set out in section 5.1 above.

**6. What about privacy?**

We take your privacy rights very seriously. Please read our [Privacy policy](#) to understand how we use and look after the information you provide to us.

**7. What about links to other websites?**

The Site includes links to external websites. We have no control over the content of these websites or for anything provided by them so we do not accept any responsibility for these websites or any loss or damage that may arise from your use of them. The fact that we include links to such external websites does not imply any endorsement of or association with their operators.

**8. What warranties and liability apply?**

- 8.1. Without prejudice to section 7 above, we expressly exclude any and all liability to you for any loss or damage whether arising under these Terms of Use or otherwise in connection with your use of the Site.

Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence or our fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by English law.

- 8.2. You understand and accept that:

- a) Your use of the Site is on an 'as is' and 'as available' basis and at your sole risk, and we are not liable for any direct or consequential damages or loss you may suffer as a result of using or relying on it (or from its unavailability), including any loss of profits or wasted time.
- b) We do not make any representations warranties or terms about the Site or its operation or contents that are not set out in these terms, including any relating to fitness for purpose, quality, whether the Site will meet your requirements, its availability, the products or services available.

**9. What law applies?**

These terms are governed by English law, and any dispute regarding them or the Site shall be subject to the exclusive jurisdiction of the English courts, save nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

**10. What other general provisions apply?**

10.1 This Agreement includes everything we have agreed with you about the Site and your use of the Site. No other terms or conditions apply (other than the **Privacy Policy**). Also, it is personal to you, and you may not transfer or assign any of your rights or obligations under it.

10.2 If any part of these terms is unenforceable for any reason, then it will be removed, and the remaining terms shall survive.

10.3 If we fail to enforce any of these terms, or delay in doing so, we do not waive our right to do so.

10.4 These terms may not be changed by you unless we agree in writing.

#### **11. How can I contact you?**

Please submit any questions, concerns or comments you have about these terms or any problems concerning the Site by email to [dataprotection@peel.co.uk](mailto:dataprotection@peel.co.uk).