

Website Terms of Use

1. About us and these terms

- 1.1. We, Ener-vate Consultancy Limited, are registered in England under company number 8935101. Our registered office is at c/o Genesis Centre, Innovation Way, Stoke-on-Trent, ST6 4BF. We own and operate this website (the “Site”).
- 1.2. These Terms of Use explain the rules for accessing and using the Site. By using the Site, you agree to comply with these terms. If you do not agree, you must not use the Site.
- 1.3. We may suspend, restrict or terminate access to all or any part of the Site where reasonably necessary, including where we believe these terms have been breached, to protect the Site, or to comply with law.
- 1.4. We may update these terms from time to time. Any changes will take effect when posted on the Site. Please check these terms periodically to ensure you understand the terms that apply at the time you use the Site.

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

- a) The Site is intended for users aged 18 or over. If a person under 18 uses the Site, they must do so with the involvement and supervision of a parent or legal guardian.
- b) The Site is directed primarily at users in the United Kingdom. If you access the Site from outside the United Kingdom, you are responsible for ensuring that your access and use comply with applicable local laws.

3. What other rules apply?

- 3.1. You may use the Site only for lawful purposes and in accordance with these terms. You must not use the Site in any way that is unlawful, fraudulent, harmful, or that could damage, disable, overburden or impair the Site or interfere with any other person’s use of it.
- 3.2. You are not allowed to:
 - a) copy, scrape, crawl, data mine, frame, mirror or otherwise extract data or content from the Site except where this is allowed by law or with our prior written consent;
 - b) attempt to gain unauthorised access to the Site, its servers, systems or networks, or interfere with the security, integrity or performance of the Site;
 - c) upload, send or otherwise make available any material that is unlawful, defamatory, abusive, discriminatory, misleading, obscene, infringes another person’s rights, or is otherwise objectionable;
 - d) introduce viruses, malware or other harmful material, or use the Site to distribute spam or other unauthorised communications; or
 - e) use the Site in a way that breaches any applicable law or regulation or, where linking to the Site is permitted, present the Site in a false, misleading or derogatory manner.

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

- 4.1. You are responsible for making all arrangements necessary for you to access the Site and for ensuring that anyone who accesses the Site through your internet connection is aware of these terms and complies with them.

We do not guarantee that the Site, or any content on it, will always be available, uninterrupted, secure or free from errors. We may suspend, withdraw, discontinue or change all or any part of the Site for business, operational, legal or technical reasons.

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

- 5.1. We give you a limited, non-exclusive, revocable, non-transferable licence to access and use the Site for personal, lawful and non-commercial use only, subject to these terms.
- 5.2. All intellectual property rights in the Site and its content, features and functionality are owned by us or our licensors. Except as expressly permitted by these terms or by law, no rights are granted to you in relation to the Site or its content.

6. What about privacy?

We process personal data in accordance with applicable data protection law, including the UK GDPR and the Data Protection Act 2018. Please read our Privacy Policy and, where applicable, our cookie information to understand how we collect, use and protect personal data and how cookies or similar technologies are used.

7. What about links to other websites?

Where the Site contains links to third-party websites or resources, these are provided for convenience only. Such links should not be taken as approval by us of those websites, their operators, or any information, products or services offered through them. We have no control over third-party sites and accept no responsibility for them, subject always to any liability that cannot lawfully be excluded.

8. What warranties and liability apply?

- 8.1. Nothing in these terms excludes or limits liability where it would be unlawful to do so.

To the extent permitted by law, we exclude liability for loss or damage that was not foreseeable, and for any business loss suffered by users accessing the Site in a personal capacity, including loss of profit, loss of business, business interruption or loss of business opportunity.

- 8.2. You understand and accept that:

- a) The Site is provided on an “as is” and “as available” basis. Although we use reasonable care in preparing the Site, we do not guarantee that content will always be accurate, complete, up to date or suitable for your particular purposes.
- b) Nothing on the Site is intended to amount to advice on which you should rely. You should obtain appropriate professional or specialist advice before taking, or refraining from taking, action based on content on the Site.

9. What law applies?

These terms, their subject matter and their formation are governed by the laws of England and Wales. If you are a consumer, you and we both agree that the courts of England and Wales will have jurisdiction, although you may also bring proceedings in the part of the United Kingdom in which you live if applicable law allows. If you are a business user, the courts of England and Wales shall have exclusive jurisdiction.

10. What other general provisions apply?

10.1 These terms set out the entire agreement between you and us relating to your use of the Site, together with any documents expressly referred to in them, including our Privacy Policy where relevant.

10.2 If any provision of these terms is found to be invalid, illegal or unenforceable, that provision shall be deemed deleted or amended to the minimum extent necessary, and the remainder of the terms shall continue in full force and effect.

10.3 If we delay in exercising, or fail to exercise, any right under these terms, that will not prevent us from exercising that or any other right later.

10.4 No variation of these terms by you shall be effective unless agreed by us in writing.

11. How can I contact you?

If you have any questions, concerns or comments about these terms or the Site, please contact us by using any contact details made available on the Site.