

## Mehan Training Website Terms & Conditions

Welcome to our website. If you continue to browse and use this website you are agree to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy, govern the relationship which Mehan Educational Development Ltd (trading as Mehan Training) (“Mehan Training”) has with you in relation to this website (the “Terms”). You should read these Terms carefully before using this website ('the Site'). No proposed changes to these Terms are valid or have any effect. If you do not agree with or accept any of these Terms, you should cease using the Site immediately.

The content of the pages of this Site is for your general information only. Please note that no sale of products or services takes place on this Site. Any agreement to provide training services or consultancy will be governed by a separate engagement letter in addition to these Terms and will be provided to you separately.

### **1 Availability and conditions of use**

- 1.1 The Site is made available to you by us. While we make every effort to ensure that the Site is available, we do not represent, warrant or guarantee in any way the Site's continued availability at all times or uninterrupted use by you of the Site. We reserve the right to suspend or cease the operation of the Site from time to time at our sole discretion.
- 1.2 As a condition of your use of the Site, you agree:
- (i) not to use the Site for any purpose that is unlawful under applicable law, or prohibited by these Terms; and
  - (ii) not to defame, disparage any body or in a manner which is obscene, derogatory or offensive; and
  - (iii) to be responsible for ensuring that your use of the Site is consistent with all applicable laws and regulations.
- 1.3 We reserve the right to prevent or suspend your access to the Site if you do not comply with any part of these Terms or any applicable law.

## **2 Ownership, use and intellectual property rights**

- 2.1 Unless otherwise specified, the Site and all content within the Site is owned and operated by us or licensed to us. This content includes, but is not limited to, the design, layout, look, appearance and graphics. We and our licensors reserve all rights.
- 2.2 The Site is for your personal and non-commercial use. Except as stated below, you may not modify, copy, distribute, transmit, display, revise, perform, reproduce, publish, license, deep-link, create derivative works from, transfer, or sell any information or content obtained from the Site unless expressly authorised by us in writing. You may print or download to disk the contents of an individual page of this Site for the purpose of private and personal non-commercial use. You may copy the material on this Site for the purpose of sending to individual third parties for their personal information provided that you acknowledge us as the source of the material and that you inform the third party that these conditions apply to them and that they must comply with them.
- 2.3 Any intellectual property rights (including without limitation all patents, copyright, database rights and trademarks (whether registered or unregistered)) subsisting in any content or material on the Site belong to us and/or our licensors. All rights are reserved for the benefit of ourselves and/or our licensors. Nothing in these Terms grants you any rights in the Site or the content within the Site.

## **3 Disclaimers**

- 3.1 While we use reasonable efforts to include accurate and up-to-date information on the Site, we do not represent, warrant or promise (whether express or implied) that any information is or remains accurate, complete and up to date, or fit or suitable for any purpose. Any reliance you place on the information on the Site is at your own risk. Nothing in these Terms shall operate to prejudice any mandatory statutory requirement or your statutory rights.
- 3.2 Mehan Training makes no warranty that this Site (or web sites which are linked to this Site) is free from computer viruses or any other malicious or impairing computer program.
- 3.3 Content on the Site is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites which may be of interest. It does not constitute technical, financial, legal advice or any other type of advice and should not be relied on for any purposes.

## **4 Hyperlinks and third party sites**

- 4.1 The Site may contain hyperlinks or references to external third party websites. Any such hyperlinks or reference is provided for your convenience only. We have no control over third party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not constitute an endorsement of such third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

## **5 Warranties and limitation of liability**

- 5.1 You agree that your use of the Site is on an 'as is' and 'as available' basis. Consequently we make no representations, warranties, conditions or other terms (whether express or implied by statute, common law or otherwise) in relation to the provision of the Site, including without limitation as to completeness and accuracy or any content and information on the Site, or as to satisfactory quality, or fitness for particular purpose.
- 5.2 To the maximum extent permitted by applicable law, we exclude all liability (whether arising in contract, tort, breach of statutory duty or otherwise) which we may otherwise have to you as a result of:
- (i) any error or inaccuracies in any information or material within or relating to the Site;
  - (ii) the unavailability of the Site for whatsoever reason; and
  - (iii) any representation or statement made on the Site.
- 5.3 Under no circumstances shall we be liable to you for any loss or damage suffered arising from your use of, or reliance on, the Site including without limitation, direct or indirect or consequential loss or damage; loss of actual or anticipated profits (including loss of profits on contracts); loss of revenue; loss of business; loss of opportunity; loss of anticipated savings; loss of goodwill; loss of reputation; loss of damage to or corruption of data; loss of use of money or otherwise, and whether or not advised of the possibility of such claim, loss demand or damages and whether arising in tort (including negligence), contract or otherwise.
- 5.4 We do not exclude or limit our liability for death or personal injury arising from our negligence, for any fraudulent misrepresentation made by us on the Site or for any other statutory rights which are not capable of being excluded.

## **6 General**

- 6.1 We reserve the right to vary these Terms from time to time without notifying you. By continuing to use and access the Site you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.
- 6.2 These Terms contain the entire understanding and agreement between us and you in relation to your use of the Site and supersedes and replaces any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein.
- 6.3 Should any part of these Terms for any reason be declared invalid or unenforceable by a court of a competent jurisdiction, it shall be deemed to be deleted without affecting the remaining provisions.
- 6.4 These Terms are governed and construed in accordance with the laws of England and Wales and you consent to the exclusive jurisdiction of the courts of England.