



Terms and Conditions

These terms and conditions form a contract between you and Positive Role models (“we”, “us”, “our”) regarding how you use our website.

By visiting or using our website, you agree to be bound by these terms. If you do not agree with them, you have no recourse other than to leave our website immediately.

These are the agreed terms

1. Definitions

“Content”	means the text and visual or aural content that is encountered as part of your experience on a website.
"Intellectual Property"	means the intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including of all kinds coming into existence after today; and including, among others: trade marks, unregistered marks, designs, copyrights, and domain names, together with all rights which are derived from those rights.
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. Where appropriate, it includes our social media accounts.

2. Intellectual Property

You agree that at all times you will:

- 2.1 not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it.
- 2.2 notify us of any suspected infringement of our Intellectual Property;

- 2.3 so far as concerns Content made accessible by us to you, you will not: copy, or make any change to it or any part of it; use it in any way not anticipated by this agreement; give access to it to any other person than you; or, in any way provide any information about it to any other person or generally.
- 2.4 not use our Intellectual Property except directly as intended by this agreement or in our interest.

3. Disclaimers and limitation of liability

- 3.1 The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 3.2 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 3.3 We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 3.4 You acknowledge and agree that we shall not be liable in any way for the Content of any linked website, nor for any loss or damage arising from your use of any such website.
- 3.5 We make no representation or warranty that Our Website will be useful to you; of a particular quality; fit for a particular purpose; or available or accessible, without interruption, or without error.
- 3.6 As a result of use of Our Website, we shall not be liable to you for any loss or expense which is:
 - 3.6.1 indirect or consequential loss; or
 - 3.6.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 3.7 This paragraph (and any other paragraph that excludes or restricts our liability) applies to our officers, employees, subcontractors, agents and affiliated companies as well as to ourselves.

4. Miscellaneous matters

- 4.1 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 4.2 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 4.3 Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or by e-mail.
- It shall be deemed to have been delivered on the day of delivery, if delivered by hand, or within 120 hours of posting if sent by post to the correct address.
- 4.4 The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in England.