

# Lynlea West Studio

## Website Terms of Use

### 1. Use of Our Site

All intellectual property rights, including copyright in all content and communication belongs to Lynlea West Studio. By reading the Terms of Use you are agreeing that the content and property of Lynlea West Studio on Our Site cannot be copied, reproduced, modified, stored, redistributed or exploited commercially in any way without Our permission.

You use any of the information or content provided on Our Site at your own risk for which Lynlea West Studio will not be liable. It will be your responsibility to ensure that any products you purchase, or Contractors, Manufacturers or Suppliers you engage, are suitable for your current requirements.

All materials, which include copy, content, images, layout, graphics, design and appearance belong to Lynlea West Studio.

### 2. Privacy Policy

[Click here](#) to access the Company's Privacy Policy governing the use of information that the Company obtains from you through your use of this website. The Company will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms of Use.

### 3. Accuracy of Marketing Materials

Lynlea West Studio makes every effort to ensure that the marketing material in our website is up to date and accurate. We take no responsibility for any information that is deemed incorrect and we will endeavour to do our best to inform you of any changes to the course. We reserve the right to change any of the information in our website at any time we feel appropriate.

### 4. Copyright

All material on this website is owned or licensed by Lynlea West Studio (unless credited elsewhere). This includes all material, video and audio, graphics, content, design, appearance. As per the Terms and Conditions no material on this website or related courses can be copied or reused by anyone without the permission of Lynlea West Studio.

### 5. External Websites

Our Site contains links to other websites and these links are provided to enable the user a convenient way to access additional information. Lynlea West Studio has not reviewed any of these external websites, does not control and is not responsible for any of these sites or their content. If you decide to access any of the external websites linked to this Site, you do so entirely at your own risk.

## **6. Account Access and Changes to Our Sites**

Certain parts of Our Site (including the ability to make a purchase from Us) may require an Account. You may not create an Account if you are under 18 years of age.

When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.

We recommend that you choose a strong password for your Account. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at [lynlea@lynleaweststudio.com](mailto:lynlea@lynleaweststudio.com). We will not be liable for any unauthorised use of your Account.

You must not use anyone else's Account.

Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in these Terms of Use.

We may alter and update Our Site (or any part of it) at any time for maintenance purposes.

## **7. Viruses, Malware and Security**

We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee that this is the case.

You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.

You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

You must not attempt to gain unauthorised access to any part of Our Sites, the server on which Our Sites are stored, or any other server, computer, or database connected to Our Sites.

You must not attack Our Sites by means of a denial of service attack, a distributed denial of service attack, or by any other means.

By breaching the provisions of this Clause, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law

enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Sites will cease immediately in the event of such a breach.

## **8. Acceptable Usage of Our Sites**

You may only use Our Sites in a lawful manner:

- You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
- You must not use Our Sites in any way, or for any purpose, that is unlawful or fraudulent; and
- You must not use Our Sites to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.

If you fail to comply with the provisions of this Part 7, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

- Suspend or terminate your right to use Our Sites;
- Issue you with a written warning;
- Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- Take further legal action against you, as appropriate;
- Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- Any other actions which We deem reasonably appropriate (and lawful).

We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above) in response to your breach.

## **9. Complaints**

If at any time, you are unhappy with the Lynlea West Studio service then please contact us immediately at [lynlea@lynleaweststudio.com](mailto:lynlea@lynleaweststudio.com) and we will endeavour to respond as quickly as possible (but no more than 30 days following the receipt of your complaint.)

## **10. Changes to these Terms of Use**

Lynlea West Studio reserves the right to change anything in these Terms of Use at any time deemed necessary to reflect current market and economic conditions.

Once changes have been made, they will be posted on the website and continued use of Our Site constitutes your acceptance.

## **11. Acceptance of these terms and conditions**

By reading these terms and conditions, verbally agreeing on the telephone or making payment on the website you are accepting all terms and conditions of Lynlea West Studio.

Lynlea West Studio reserves the right to change any of the content, material, prices, offers or time period of the courses at any time.

## **12. Law and Jurisdiction**

These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing above takes away from or reduces your legal rights as a consumer.

If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.