



Website Terms and Conditions

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1 INTRODUCTION

This document contains the current terms and conditions for use of the Railton Consultants website and associated company blogs.

2 TERMS AND CONDITIONS

The website and associated blogging websites which link to this page are owned by Railton Consultants Ltd (RCL).

The following Website Terms and Conditions, relate to the general use of our websites by any visitors. By using our sites, you are agreeing to these Terms and Conditions whether as a guest or registered user. From time to time we may change these Terms and Conditions, and will post revisions on this website. We recommend that you read the Terms and Conditions prior to using our sites and thereafter regularly review any changes. It is your responsibility to do so.

If you have purchased a licence, subscription or otherwise entered into an agreement with us you will also be governed by the terms of that agreement, which shall prevail in the event of a conflict. Online purchases have additional terms and conditions relating to the transaction as indicated on the relevant website.

2.1 Privacy

Use of the data that you provide us, or which is collected by use on our websites, is governed by our Privacy Policy (RCL20102/PRC/5564) available from our website. By using our site(s) you consent to such processing.

2.2 Access to RCL websites

We try to ensure that website availability is uninterrupted and that transmissions will be error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or the introduction of new facilities or services. We of course try to limit the frequency and duration of any suspension or restriction.

2.3 Accounts and passwords

If you have registered or subscribed to an RCL website, any user identification code or password must be kept confidential and used only by you (unless agreed in writing with RCL). We have the right to disable any user identification code or password whether chosen by you or allocated by us at any time if, in our opinion, you have failed to comply with any of the provisions of these terms of use.

2.4 Intellectual property rights

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We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to any of our sites constitutes a violation of their rights, including without limitation, their intellectual property rights, reputational rights or of their right to privacy.

2.5 Permission for use of our intellectual property

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Our websites contain links which may take you outside RCL websites. Links are provided for your convenience, and an inclusion of any link does not imply endorsement or approval by us of the linked website, its operator or content. We have no control over the contents or functionality of those sites and accept no responsibility for any loss or damages that may arise from your use of them. We are not responsible for any website outside the RCL websites, and use of such websites will be subject to relevant terms and conditions and privacy policies.

You may link to articles or the home page of the RCL websites but you may not provide a link which suggests a form of association, approval or endorsement on our part, unless we have expressly agreed to this in writing. We reserve the right to withdraw any linking permission upon notice to you or by amending these terms and conditions.

2.7 Browsers

Please note: If you are using one of the popular "offline browsers" that allow you to download content from a site and read it later, please be aware that, subject to ensuring that this amounts to only a small proportion of content, strictly for your personal non-commercial use, or where this amounts to "fair dealing", we impose one restriction on their use, as follows.

In order for us to provide reliable, continuous, and timely access to RCL website for all readers, we ask that you configure your offline browser not to request more than one page per 60 seconds. Be aware that non-compliance with this rule may result in your access to RCL being blocked until you contact us and resolve the problem.

2.8 Disclaimers and limitations of liability

Description of or reference to a product or publication does not imply endorsement of that product or publication, unless it is owned by RCL and in which case it is subject to the disclaimers and limitations of liability herein and within any licence or other agreement with you the later of which shall prevail in the event of a conflict. To the fullest extent permitted by law, the material and information displayed on our websites is provided "as is" without any guarantees, conditions or warranties as to accuracy.

We try to ensure our websites are available for continuous use other than for small periods of down time. However, we do not give any warranty that our websites will be available at other times. To the fullest extent permitted by law, we will be not be liable to you for damages or refunds should our sites become unavailable or access to a site becomes slow or incomplete due to system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make the websites inaccessible to you.

2.9 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE RCL EXPRESSLY EXCLUDES:

i. ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY;

ii. ANY LIABILITY CAUSED BY A FORCE MAJEURE EVENT;

iii. ANY OBLIGATION OF EFFECTIVENESS OR ACCURACY; AND

iv. OTHER THAN AS SET OUT BELOW, ANY LIABILITY FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY YOU IN CONNECTION WITH THIS AGREEMENT, INCLUDING BY YOUR USE OR INABILITY TO USE ANY INFORMATION ON OUR WEBSITE OR WITHIN ANY PUBLICATION SUBSCRIBED TO, VIA ANY WEBSITES LINKED TO OUR WEBSITE(S) AND ANY MATERIAL POSTED ON IT, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR LOSS OF INCOME OR REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS OR CONTRACTS OR ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, WASTED TIME AND FOR ANY OTHER LOSS OR DAMAGE OF ANY KIND, HOWSOEVER AND WHETHER CAUSED BY TORT INCLUDING NEGLIGENCE, BY BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORSEEABLE.

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2.10 Your conduct

You must not use the website in any way that causes or is likely to cause the website or access to it to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and contents sent from your computer to us. You must use the website for lawful purposes only. You must not use the website for any of the following:

- For fraudulent purposes or in connection with a criminal offence or otherwise carry out any unlawful activity.
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene, menacing racist, abusive, threatening, defamatory, invasive of privacy, in breach of confidence, infringing any intellectual property rights, or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, trojan horses, worms, time bombs, keystroke loggers, spyware, adware or any other harmful or similar computer code designed to affect adversely the operation of any computer software or hardware; or for political campaigning, commercial solicitation, chain letters, mass mailings or any spam.
- To cause annoyance, inconvenience or needless anxiety.
- To impersonate any third party or otherwise mislead as to the origin of your content.

- To reproduce, duplicate, copy or resell any part of our site in contravention with these terms of use or any other agreement with RCL.

2.11 Governing law and jurisdiction

To the fullest extent permitted by law, these terms will be governed by the laws of England and shall be governed and construed in accordance with the laws of England whose courts shall have exclusive jurisdiction, unless as at the date of formation of any agreement with you either i) the laws of England would not be upheld in the Courts in the users stated country location; ii) an English judgement could not be enforced in the user stated country location; or iii) it would take six months or more for RCL to enforce an English judgement in the users stated country location. In these cases it is hereby agreed that this Agreement shall be governed by the laws of the subscriber's stated country (or state if applicable) and their courts. Notwithstanding any of the above, this clause is governed by the laws of England.

