



Website Terms of Use

- 1) We offer all visitors a warm welcome to the Solace Care Group website (referred to as the 'Website') however it is important we agree the terms and conditions upon which you use and have access to the Website.
- 2) If you do not accept or disagree with any part of these Terms of Use then you must not use this Website, if you continue to use the Website then you will be deemed to have accepted these Terms of Use.
- 3) The Website is owned and managed by Solace Care Group Ltd who are a company incorporated in England with a registered office at Unit 2a, 420 Eastern Avenue, Ilford, Essex, England, IG2 6NQ and a company number of 12092660 (referred to as the 'Company')
- 4) Within these Terms of Use 'you' or 'your' refers to the user or viewer of the Website.
- 5) Access to the Website is provided free of charge, notwithstanding that your connection to the internet is subject to fees from your internet service provider.
- 6) Viewing the Website does not create any obligation upon you to make, or the Company to accept a contract to provide any services or products. Any services are subject to separate terms and conditions.
- 7) The Company may revise these Terms of Use from time-to-time. Any revision or amendment will apply to the use of the Website from the date of publication. You should check this page on every visit to ensure you are familiar with and accept the current version.
- 8) All intellectual property which includes patents, copyright, trademarks, design rights, , database rights and moral rights (whether registered or not) in the Website design, images, graphics, text, layout, software and source code, trademarks, business and domain names, goodwill) is owned by or licensed to the Company and protected under UK statute and international treaties under which the Company has the right sue.
- 9) Any Trademarks within this Website which are not the property of, or licensed to the Company are recognised, acknowledged and respected.
- 10) The Company grants you a conditional, non-exclusive, non-transferrable, royalty free license to download, view, cache and print pages from this Website for your personal use only.
- 11) The Company takes every care to show the content as accurately as possible however some colours, shapes, layout, design, images etc can be changed or distorted during the downloading, reproduction or reconstruction of the Website by the device you use, also individual manufacturer or personal user settings of the device used to view the Website can affect how the Website is displayed, the Company cannot

guarantee the colour, shade, shape, size or any other visual aspect is an exact match with the image on the Website.

- 12) The content, design, layout, scheme or theme of the Website may contain errors and are subject to change without notice.
- 13) The Website may include advertisements or links to other websites which are provided for convenience and information only. Links and advertisements are not intended to be, and shall not be taken as an endorsement of any content or products of third party websites. Access and use of any third party websites is governed by the third party's own terms of use.
- 14) You agree not to or allow to be done:
 - a) republish, redistribute, reproduce, duplicate, copy, translate, transmit, broadcast, sell, rent or sub-license or otherwise use material from this Website, including use or publication on another website without the Company's express written consent;
 - b) frame or embed any part of the Website on other websites without the Company's express written permission;
 - c) use any material from the Website for a commercial purpose;
 - d) attempt to edit, modify, amend or decompile any material on the Website;
 - e) conduct any data collection (whether automated or not) including but not limited to data scraping, data mining, data extracting and data harvesting without express permission;
 - f) access the Website in any way that
 - interferes with or disrupt the Website or servers or networks connected to the Website ;
 - causes, or may cause damage to the Website or its hosting servers;
 - impairs or interferes with of the availability or accessibility of the Website;
 - is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - attempts to upload or infects the Website with any malicious software;
 - access or attempt to access another user's account;
- 15) In the interest of keeping visitors safe the Company may use any method available, including technical and legal to prevent or remedy a breach of these terms. Unauthorised use of this Website may give rise to a claim for damages or be a criminal offence. The Company shall report and co-operate with enforcement authorities where illegal activities arise.
- 16) The Company's liability to you in relation to your use of the Website or under or in connection with these Terms of Use, whether under law, regulation, code, rule, contract, equity, tort (including negligence) or otherwise, will be limited to the extent that:
 - a) Access to the Website is provided free-of-charge the Company will not be liable for any loss or damage of any nature, irrespective of the basis behind a claim and if you are dissatisfied with any aspect of the Website then your sole and exclusive remedy is the discontinuation of your use of the Website.
 - b) The Company do not offer advice in relation the selection or suitability of any goods or services that may be available, and use of any services are at your sole discretion.
 - c) You are solely responsible for all actions or activities that take place during your use of the Website, you hereby indemnify the Company against any and all losses, damages, costs, liabilities and expenses

(including without limitation legal expenses and any amounts paid by the Company to a third party in settlement of a claim or dispute) incurred or suffered and arising directly or indirectly out of your use of the Website or any breach by you of any provision of these terms of use.

- d) Technology and equipment can function incorrectly or fail to function at all, the operation and availability of the Website may be interrupted or interfered with beyond the Company's reasonable control and cannot be liable for any loss or damage, whether financial, opportunity or corruption of any data resulting from your access or inability to access the Website.
- e) The transmission of data through the internet is inherently insecure, the Company will use every reasonable endeavour to ensure the integrity and security of the data and equipment but shall be under no liability for misrouting of data or that the data you receive has not been interfered with beyond the Company's knowledge or reasonable control. You are encouraged to provide your own additional security software but the compatibility, effectiveness and updating of that software is your sole responsibility.
- f) It is necessary for the Company to update and upgrade the underlying software and equipment used to make the Website accessible via the internet, to maintain security and keep up with technological advances which may result in the Website being inaccessible for short periods of time.
- g) The Company does not know the software or apps that are installed on the device you use to access the Website and is not able to guarantee that the Website, upgrades or updates are compatible with any third party scripts, code, software or apps that you upload or install.

- 17) Nothing in these Terms of Use (or elsewhere on Our Website) will exclude or limit the Company's liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.
- 18) If any provision of these Terms of Use is held invalid or unenforceable by a Court of competent jurisdiction, the remaining provisions will remain in full force and effect. Wherever possible the invalid or unenforceable provision shall be replaced by one with a similar effect or meaning.
- 19) No forbearance or delay in enforcing these Terms of Use or any other legal right shall prejudice, restrict, interfere or otherwise diversely affect the right to enforce those Terms at a later time or for a subsequent breach.
- 20) These Terms of Use are constructed and governed in accordance with English Law and the courts of England and Wales have exclusive jurisdiction to adjudicate and provide determinations on any dispute arising from or in relation to them.