

## Terms and Conditions

Terms of Website use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.notmanandkelly.com](http://www.notmanandkelly.com) ("Website"). Use of the Website includes accessing, browsing, or using the Website.

Please read these terms of use carefully before you start to use the Website, as these will apply to your use of the Website. We recommend that you print a copy of these Terms of Use for future reference.

By using the Website, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use the Website.

## Other applicable terms

These terms of use refer to our Privacy Policy, which also applies to your use of the Website. Our Privacy Policy, sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

## Information about us

[www.notmanandkelly.com](http://www.notmanandkelly.com) is a Website operated by Pure Records (Yorkshire) Ltd ("We"). We are registered in England and Wales under company number 4706751 and have our registered office % 20a Racecommon Road, Barnsley, S70 1BH.

We are a limited company.

### Changes to these terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we make, as they are binding on you.

### Changes to the website

We may update the Website from time to time, and may change the content at any time. However, please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the Website, or any content on it, will be free from errors or omissions.

### Accessing the Websites

The Website is made available free of charge.

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

The Website is directed to people residing in the United Kingdom. We do not represent that content available on or through the Website is appropriate or available in other locations. We may limit the availability of the Website or any service described on the Website to any person or geographic area at any time. If you choose to access the Website from outside the United Kingdom, you do so at your own risk.

### Prohibited uses

You may use the Website only for lawful purposes. You may not use the Website:

- in any way that breaches any applicable local, national or international law or regulation
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- for the purpose of harming or attempting to harm minors in any way
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to access without authority, interfere with, damage or disrupt:
- any part of the Website
- any equipment or network on which the Website is stored
- any software used in the provision of the Website or
- any equipment or network or software owned or used by any third party.

### Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### No reliance on information

The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date.

### Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent

misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website
- use of or reliance on any content displayed on the Website
- loss of profits, sales, business, or revenue
- business interruption
- loss of anticipated savings
- loss of business opportunity, goodwill or reputation or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any Website linked to it.

We assume no responsibility for the content of Websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked Websites. We will not be liable for any loss or damage that may arise from your use of them.

## Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

## Linking To The Website

You may link to the homepage of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Website in any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page without our express written consent.

We reserve the right to withdraw linking permission without notice.

## Third party links and resources in the Website

Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those websites or resources.

## Suspension and termination

We will determine, in our discretion, whether there has been a breach of these terms of use through your use of the Website. When a breach of these terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms of user upon which you are permitted to use the Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Website
- issue of a warning to you
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- further legal action against you or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms of use. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

#### Applicable law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England will have exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England.

#### Contact us

To contact us, please email [info@purerecords.net](mailto:info@purerecords.net)