

Terms and conditions of use



The Solutions Company Ltd

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THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF THE INTERNET WEBSITE LOCATED AT www.thesolutionscompany.com (THE "SITE"). THIS IS A LEGAL AGREEMENT. IT GRANTS YOU CERTAIN RIGHTS AND IMPOSES CERTAIN OBLIGATIONS ON YOU IN CONNECTION WITH YOUR USE OF THE SITE. YOU SHOULD READ THIS DOCUMENT CAREFULLY.

BY ACCESSING THE SITE (OR ANY PART OF IT) YOU AGREE THAT YOU HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS INCLUDING, WITHOUT LIMITATION, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN CLAUSE 3.V.a. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SITE.

1. Scope of Agreement

1. This agreement (the "Agreement") governs your use of the Internet Website located at www.thesolutionscompany.co.uk (the "Site") which is made available to you free of charge by The Solutions Company, 51 The Green Road, Ashbourne, Derbyshire, DE6 1ED ("The Solutions Company", "TSC", "us", "we" or "our"). In consideration of the Site being made available free of charge, you accept and agree to the terms of this Agreement.

2. Changes

1. We reserve the right to make changes to this Agreement from time to time. Any changes to the Agreement will be posted here. SHOULD YOU CONTINUE TO USE THE SITE AFTER CHANGES HAVE BEEN POSTED HERE, YOU WILL BE DEEMED TO HAVE ACCEPTED THEM.

3. Liability

1. Investor Relation disclaimer

1. The information published on the Site is provided for general information purposes only and should not be used as a basis for making investment or business decisions. You should always consult your usual contact at TSC for further advice or information before acting on any of the information published on the Site.
2. No information (including without limitation any information describing our investment portfolio) or opinion expressed in the Site is intended or should be regarded as an offer, invitation, inducement or as a solicitation of an offer by us or any of our affiliate companies to you or any person to buy, sell or otherwise deal in any particular investment, or otherwise make any investment or divestment or to engage in investment activity. In providing such information we are not issuing, promulgating or providing any financial or other advice to you or any person.

2. Links to other web sites

1. You may be able to link to other Websites which are owned and operated by third parties ("Third Party Websites") from the Site by means of hyperlinks. Some of these Third Party Websites may be "framed" within the Website while others will open in separate windows. In each case, you should be aware that the Third Party Websites are independent of the Website and we have no control over them or their content.
2. Your use of any Third Party Website may be subject to specific legal terms and conditions which apply to those websites. Third Party Websites are not subject to the terms of this Agreement or any other notices published on the Site.
3. The inclusion of any hyperlinks to Third Party Web Sites in the Site does not mean that we approve or endorse those hyperlinks or Third Party Websites. We accept no liability for any statements, information, products (including, without limitation, software) or services that are published on or may be accessible from Third Party Websites.
4. Where you leave the Site and visit a Third Party Website by means of hyperlinks made available on the Site, and if you provide personal information about yourself on that Third Party Website which can identify you, it may be technically possible for the person who operates that Third Party Website to deduce that you are one of our clients or a visitor to our Site due to the nature of the Internet. You hereby accept the possibility that third parties may obtain such information about you when you link to Third Party Websites and submit personal information about yourself on those Third Party Websites.

3. No Warranties, No Representation

1. The Site is made available to you "as is" this means that:
 1. we do not represent or warrant that you will be able to use the Site or that it will continue to be made available in its current or any other form at the current domain name or any other domain name and we reserve the right to suspend or close the Site without notice to you;
 2. we do not represent or warrant that the Site or any software or material of whatsoever nature available on or downloaded from it will be free from viruses or defects, compatible with your equipment or fit for any purpose. It is your responsibility to use suitable anti-virus software on any software or other material that you may download from the Site and to ensure the compatibility of such software or material with your equipment; or
 3. we do not represent or warrant that news, prices, opinions and other information on the Site are accurate or complete.
2. Any warranties which would otherwise be implied by law (including, without limitation, warranties as to satisfactory quality, fitness for purpose or skill and care) are hereby excluded to the fullest extent permitted by law.

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www.thesolutionscompany.co.uk

4. Security

1. You should be aware that the Internet is not a completely reliable transmission medium. If you choose to send any electronic communications to us by means of the Site, you do so at your own risk and we cannot guarantee that such communications will not be intercepted or changed or that they will reach the intended recipient safely.
2. Although we use all reasonable endeavours to ensure the Site is secure from attacks (such as "hacking"), we cannot guarantee that any information displayed on the Site has not been changed or modified through malicious attacks.
3. Where they have been issued to you, it is your responsibility to maintain the security and confidentiality of your password and login details. As an example only, you should not write down your password and login details. You must inform us as soon as reasonably practicable if you suspect that your password or login details are known by or available to any third party. You agree that, if you inform us of any suspected disclosure of your password and login details, we may take such steps as we consider may be reasonably necessary in the circumstances (including, without limitation, cancelling your existing password and login details and issuing a new password and login details to you).

5. Liability

1. NEITHER WE NOR ANY OF OUR AFFILIATE COMPANIES WILL BE LIABLE TO YOU, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE, FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGE SUFFERED BY YOU (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, BUSINESS OPPORTUNITY, ANTICIPATED SAVINGS) OR FOR LOSS OF PROFIT OR LOSS OF DATA, ARISING FROM:
 1. YOUR USE OF THE SITE OR ANY SOFTWARE OR MATERIALS PROVIDED ON OR DOWNLOADED FROM THE SITE OR ANY RELIANCE PLACED ON ANY OF ITS CONTENTS;
 2. ANY COMPUTER VIRUS THAT MAY BE TRANSMITTED THROUGH THE SITE;
 3. YOUR INABILITY TO USE THE SITE AT ANY TIME AND ANY ERROR IN THE PROVISION OF THE SITE;
 4. ANY DELAY IN OR FAILURE OF THE TRANSMISSION OR THE RECEIPT OF ANY INSTRUCTIONS OR NOTIFICATION SENT THROUGH THIS SITE;
 5. YOUR USE OF E-MAIL COMMUNICATIONS TO CONTACT OR INSTRUCT US (INCLUDING, WITHOUT LIMITATION, ANY DELAY IN OUR RECEIPT OR CONFIRMATION OF SUCH A COMMUNICATION, ANY INTERCEPTION OF OR CHANGES TO SUCH A COMMUNICATION AND ANY REASONABLE DELAY IN ACTING ON SUCH A COMMUNICATION);
 6. YOUR USE OF AND/OR RELIANCE ON OTHER INTERNET SITES TO WHICH YOU HAVE GAINED ACCESS BY MEANS OF HYPERLINKS PUBLISHED ON THE SITE;
 7. ANY UNAUTHORISED USE OF YOUR PASSWORD OR LOGIN DETAILS TO OBTAIN ACCESS TO THE SITE AS A RESULT OF YOUR FAILURE TO COMPLY WITH THE PROVISIONS OF CLAUSE 3 IV c, UNLESS WE HAVE ACTUAL KNOWLEDGE OF SUCH UNAUTHORISED USE OR ACCESS AND FAIL TO TAKE REASONABLE STEPS TO PREVENT THE SAME; OR
 8. ANY INACCURATE INFORMATION OR OPINIONS PUBLISHED ON THE SITE OR YOUR RELIANCE THEREON.
2. NOTHING IN THESE OR ANY OTHER TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SITE SHALL OPERATE TO EXCLUDE OR RESTRICT OUR LIABILITY FOR (1) FRAUD; OR (2) DEATH OR PERSONAL INJURY RESULTING FROM OUR, OR OUR EMPLOYEES', NEGLIGENCE.

4. Web Site Integrity

1. You may not upload, post or transmit to or distribute or otherwise publish through the Site any materials which (i) restrict or inhibit any other user from using the Site, (ii) are threatening, abusive, defamatory, obscene, offensive, or otherwise unlawful, (iii) constitute or encourage conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate law, (iv) infringe the rights of third parties, (v) contain a virus or other harmful component, (vi) contain advertising of any kind, or (vii) constitute or contain false or misleading indications of origin or statements of fact.

5. Email Communications

1. Any e-mail communications made by you to us either through the Site or otherwise shall take effect when they are actually received by us if sent to the relevant e-mail addresses published on the Site.
2. We may act on any instruction or other communication, whether made by e-mail or otherwise, if we believe in good faith it has been given or sent by you or on your behalf. In the interests of security we may (if we determine it to be necessary and without having first sought your express permission) telephone you to confirm or authenticate any instructions received from you by e-mail or other method of communication.
3. There may be delays in executing any instructions that you send to us by means of e-mail. For example, your e-mail may be received by us outside normal business hours, in which case we will only act thereon as soon as may be practicable during the next business day.
4. YOU SHOULD BE AWARE THAT ALL INFORMATION OR INSTRUCTIONS E-MAILED TO US WILL BE ACTED UPON OFF-LINE AND WILL NOT BE PROCESSED OR FULFILLED AUTOMATICALLY. THIS MEANS THAT YOUR INFORMATION OR INSTRUCTIONS WILL NOT NECESSARILY BE PROCESSED OR FULFILLED OR ACTED UPON IMMEDIATELY AND IN SOME CASES THERE MAY BE A SIGNIFICANT DELAY BEFORE PROCESSING OR FULFILMENT OF THEM.

6. Intellectual Property Rights

1. All rights in the material on the Site are either owned by us or made available to us under licence. The material on the Site is protected by copyright. All trademarks and devices displayed on the Site are owned by us and/or our licensors, and may be registered in many jurisdictions across the world. Save as provided in these conditions any use or reproduction of these trademarks and/or devices is prohibited. All rights in the material on any other Sites which you may be able to link to from the Site are owned by third parties.
2. You may view the Site and you are welcome to print hard copies of material on it for your personal, non-commercial use on the condition that you do not delete, change or alter the information in any way. All other copying (whether in electronic, hard copy or other format), publishing, selling, distributing, or modifying of any of the content of the Site is prohibited and all other rights reserved.

7. Severability

1. If any part of the Agreement is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, it shall to that extent be severed from the remainder of the Agreement, which shall continue to be valid and enforceable.

8. Assignment

1. You shall not assign or transfer or purport to assign or transfer any of your rights or obligations under this Agreement without our prior written consent.

9. No Waiver

1. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

10. Governing Law

1. The Agreement is governed in accordance with the laws of England and Wales. You hereby submit to the non-exclusive jurisdiction of the courts of England and Wales shall have non-exclusive jurisdiction over any dispute arising out of your use of the Site or the Agreement.