

## ***Lees Media Limited Website and Resource Centre (the "Site")***

The domain name is owned by Lees Media Limited trading as My Own Small Business.

As a condition of accessing the Site, including but not limited to that part of the Site known as the Resource Centre you, the user/member (referred to in these terms and conditions as "you") accept the following terms and conditions.

1 - Subject to clause 2 below, you are permitted:-

1.1 - to display the Site on your screen and may print an item in hard copy for your non-commercial personal use. For this purpose you may copy the items on to a disc or other storage medium provided such storage is only used either to view the item again or for the printing of a single copy of such an item. You may not store or copy any item other than as permitted under this clause 1; and

1.2 - if you are a member of the Resource Centre, to download the content from the Resource Centre for your personal use but this does not apply to the content held in any links from the resource centre.

2 - You acknowledge that you will not modify, adapt or transmit any of the content on this Site without the consent of Lees Media Limited.

3 - Lees Media Limited has taken all reasonable endeavours to ensure the Site is virus free, but makes no warranty that the contents of the Site or any website accessible via the Site are free from infection by viruses or anything else that has contaminating or destructive properties and shall have no liability in respect thereof.

4 - Whilst Lees Media Limited makes every effort to ensure there are no errors in any download from the Resource Centre, you accept that you will be solely responsible for ensuring that you have appropriate systems and protection on your computer to prevent an unlikely error or virus in the download.

5 - You acknowledge that you browse the Site at your own risk. Lees Media Limited has used reasonable care in compiling and presenting the information found on the Site but it makes no representation or warranty whatsoever regarding the completeness, accuracy, currency, adequacy, suitability or fitness for purposes of the content of the Site. The content of the Site is provided purely for information and is not intended for your individual requirements. You should seek further guidance and make independent enquiries before relying on it.

6 - Under no circumstances will you hold Lees Media Limited liable in any way for any content, including but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to the Site and any content on the Site.

7 - You accept that once you have registered with the Resource Centre, the unique product key code will be held against your personal details and that you cannot pass on or sell your membership to the Resource Centre. You accept that doing so would not only put you in breach of these terms and conditions but that your personal details could be released to this third party with no liability to Lees Media Limited for failing to maintain the integrity of your personal data held by Lees Media Limited.

8 - You will not knowingly provide your password and log-in details to any other person and you accept that, should you do so, your membership to the Resource Centre will be suspended or terminated.

9 - Third party products and services advertised in the Resource Centre are used solely at your discretion. You accept that, if you use any of the products or services, Lees Media Limited makes no representation or warranty whatsoever regarding their completeness, accuracy, currency, adequacy, suitability or fitness for purposes and it is your responsibility to negotiate with the supplier their terms for any products or services provided. You acknowledge that although Lees Media Limited consistently attempts to ensure that the information and offers made by associates advertising in the Resource Centre are accurate and correct it is your responsibility to obtain the supplier's specific terms and conditions along with evidence of any insurance cover and guarantees, qualifications available before using those products and services. You acknowledge that Lees Media Limited assumes no liability should you suffer a loss or damages of any kind as a result of using any of the products or services.

10 - You accept that some of the products offered in the Resource Centre by third parties are subject to status. You understand that when applying to open a bank account for business the bank will normally operate a policy of credit and anti-fraud checks and that Lees Media Limited accepts no responsibility for any issues arising from your not being able to obtain financial services from those third parties listed in its Resource Centre.

11 - Save as provided in clause 12, you acknowledge that all intellectual property rights, including but not limited to design, text, graphics and the arrangement thereof in this Site are the property of Lees Media Limited and other respective trade mark owners. The Site is copyright Lees Media Limited 2007. Lees Media Limited's copyright notice must remain on all reproductions of material printed from this Site.

12 - You acknowledge that the business image, strap line, artwork and forms provided as free downloads can be used to support your business but that the copyright therein shall remain the property of Lees Media Limited. Lees Media Limited hereby grants to you a non-exclusive license to use reproduce and display the business image and strap line for the purpose of conducting your business provided that you do not abuse the business image and, or strap line / materials.

13 - Lees Media has with the belief of originality and good intention created the intellectual property held as image and text in the downloadable business templates but Lees Media takes no responsibility for any third party claims against you for copyright infringement incurred through your use of the images and downloadable templates (should any claim arise).

### ***Communications***

13 - From time to time, you accept that in providing services to you, Lees Media Limited may need to communicate with you via e-mail, general mail and telephone.

14 - Where Lees Media Limited or other trading businesses owned by Lees Media Limited receives requests from a person concerning any Resource Centre log-in problem we will seek to confirm that their personal details including telephone number match those against the first registration and log-in details held by Lees Media Limited. Where this does not match Lees Media Limited reserves the right to suspend or terminate access to the Resource Centre.

15 - Lees Media Limited will never ask you for your password details and you should never pass your password or log-in details to anyone.

### ***Data Protection***

16 - Lees Media Limited will process personal data supplied by you in accordance with the Data Protection Act 1998. Lees Media Limited may provide your details to other associate organisations in order to provide you with information about other goods and services which may be of direct relevance to helping you start your business at least cost. By registering on-line you confirm that you consent to Lees Media Limited processing the personal data supplied by you. You understand there will be an administration fee of £15 levied should you wish to receive a copy of the data held.

### ***General***

17 - The information contained in the products and services supplied is intended as a general guide based upon the opinions of the authors but neither the authors nor their suppliers accept liability for any loss arising as a result of your reliance on the information contained there in and you acknowledge that you are strongly advised to obtain professional advice on an individual basis. You also acknowledge that all products, services and prices are subject to availability.

18 - Subject as expressly provided in these terms and conditions all warranties conditions and other terms implied by statute or common law are expressly excluded to the fullest extent permitted by law.

19 - Except in respect of death or personal injury caused by Lees Media Limited's negligence, the entire liability of Lees Media Limited under or in connection with these terms and conditions shall not exceed the price of the product or services provided by Lees Media Limited.

20 - Notwithstanding anything else contained in these terms and conditions Lees Media Limited shall not be liable to you for any loss of profits, contracts or other indirect or consequential losses whether arising from breach of contract, negligence or otherwise.

21 - Lees Media Limited shall not be responsible for any delay in providing, or for failure to provide, access to the Site (or any part thereof) if the delay or failure was due to any cause beyond its reasonable control.

22 - The information included in the Site is subject to change without notice. Any changes to these terms and conditions will be posted to the Site. Continued use of the Site is deemed acceptable of such amended terms and conditions.

23 - Lees Media Limited reserves the right to shut down the Site without notice and without liability.

24 - The Site was created for use by residents of England and Wales. Lees Media Limited makes no claims that the Site may be lawfully viewed or downloaded outside of England and Wales. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside England and Wales, you do so at your own risk and are responsible for compliance with the laws of your country.

25 - No provision of these terms and conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

26 - These terms and conditions shall be governed by English Law and the parties shall submit any dispute arising hereunder to the exclusive jurisdiction of the English Courts.

27 - If you require any further information about these terms and conditions or the information contained on this Site, contact [enquiries@myownsmallbusiness.co.uk](mailto:enquiries@myownsmallbusiness.co.uk)