Terms and Conditions of Use

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Emma Spurling, the owner and operator of this Website.

Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with, and be bound by, these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Emma Spurling and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Emma Spurling and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual Property and Acceptable Use

1. All Content included on the Website, unless uploaded by Users, is the property of Emma Spurling, her affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on, or forms part of, this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

2. You may, for your own personal, non-commercial use only, do the following:

    a. retrieve, display and view the Content on a device.

3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Emma Spurling.

Prohibited Use

4. You may not use the Website for any of the following purposes:

    a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

    b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, or governmental order;

    c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Privacy Policy

5. Use of the Website is also governed by its Privacy Policy, which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the relevant link in the Website footer.

Availability of the Website and Disclaimers

6. Any online facilities, tools, services or information that Emma Spurling makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. She gives no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, she provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Emma Spurling is under no obligation to update information on the Website.

7. Whilst Emma Spurling uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, she gives no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

8. Emma Spurling accepts no liability for any disruption or non-availability of the Website.

9. Emma Spurling reserves the right to alter, suspend or discontinue any part (or the whole) of the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of Liability

10. Nothing in these terms and conditions will:

    a. limit or exclude Emma Spurling's or your liability for death or personal injury resulting from her or your negligence, as applicable;

    b. limit or exclude Emma Spurling's or your liability for fraud or fraudulent misrepresentation;

    c. limit or exclude any of Emma Spurling's or your liabilities in any way that is not permitted under applicable law.

11. Emma Spurling will not be liable to you in respect of any losses arising out of events beyond her reasonable control.

12. To the maximum extent permitted by law, Emma Spurling accepts no liability for any of the following:

    a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

    b. loss or corruption of any data, database or software;

    c. any special, indirect or consequential loss or damage.

General

13. You may not transfer any of your rights under these terms and conditions to any other person. Emma Spurling may transfer her rights under these terms and conditions where she reasonably believes your rights will not be affected.

14. These terms and conditions may be varied by Emma Spurling from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

15. These terms and conditions, together with the Privacy Policy, contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

16. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce, or rely on, any provision of these terms and conditions.

17. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

18. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

19. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Emma Spurling's Contact Details

20. Emma Spurling of Unit 139266, PO Box 7169, Poole, BH15 9EL, UK operates the Website www.emmaspurling.com.

You can contact Emma Spurling by email at hello@emmaspurling.com.