

TERMS OF USE

These terms of use (together with the documents referred to on it) shall apply to your use of our website www.yorkshirepedalthon.co.uk (the “Site”).

Please read these terms of use carefully before you start to use the Site. By using the Site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use please refrain from using the Site.

We may change these terms of use from time to time and so you should check these regularly. Your use of the Site will be deemed an acceptance of the terms existing at that time.

INFORMATION ABOUT US

The Site is operated by the Breathing Space Activities Limited and Carter Jonas LLP (“we”). Breathing Space is a company limited by guarantee registered in England and Wales under company number no. 5065524, registered office: Grenville House, 9 Boutport Street, Barnstaple, Devon, EX31 1TZ and Carter Jonas is a Limited Liability Partnership registered in England and Wales under registration number 0C304417, registered address 1 Chapel Place, London, W1G 0BG.

2. ACCESS

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Site without notice. We will not be liable if for any reason the Site is unavailable at any time or for any period. From time to time we may restrict access to some parts, or the entire Site.

3. ACCEPTABLE USE

You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. We will report any breach to the relevant authorities and your right to use the Site will cease immediately.

You will abide by the specific rules of any competition or promotion that you participate in through the Site. Unless we tell you otherwise, all prize draws and competitions offered through the Site are not open to residents outside the United Kingdom.

4. INTELLECTUAL PROPERTY

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. All such rights are reserved.

You will not, and you will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.

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

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 material on the Site must always be acknowledged.

You must not use any part of the materials on the Site for commercial purposes without obtaining a licence to do so from us.

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

5. OUR LIABILITY

We have taken reasonable care in the preparation of the Site. The material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy.

To the extent permitted by law, this expressly excludes:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it. This shall include, without limitation, any liability for loss of income or revenue, business, profits or contracts, anticipated savings, data, goodwill, wasted management time and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by the terms above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

6. YOUR LIABILITY

You shall be liable to us for any loss, liability or cost we as a result of your use of this Site or any breach of these terms and conditions. By using this Site you agree to indemnify and hold harmless Breathing Space and Carter Jonas against all legal fees, claims, liabilities, damages, costs, losses and other expenses that may be incurred or suffered by us as a result of your use of the Site or breach of these terms and conditions.

7. THIRD PARTY WEBSITES

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information. We have no control over the contents of those sites or

resources, and accept no responsibility for them or any loss of damage that may arise from your use of them.

8. LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way to suggest any form of association, approval or endorsement where none exists. The website from which you are linking must comply in all respects with our policies. We reserve the right to withdraw linking permission without notice.

9. PRIVACY

We process information about you in accordance with our [privacy policy](#). By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

10. GENERAL

Any failure by us to exercise any right or remedy under these terms of use or at law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies.

No single or partial exercise of a right or remedy by us under these terms of use or at law prevents further exercise of the right or remedy or the exercise of any other right or remedy.

If any court or regulator decides that any provision of these terms of use is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms of use and the remainder of these terms of use shall continue to have full force and effect.

11. APPLICABLE LAW

These terms of use and any dispute arising out of or in connection with them and their subject matter of formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the law of England and Wales. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to the Site.

12. FEEDBACK

Should you wish to make any comments or have any questions about the Site please send an email to info@breathingspace.uk.com.

Thank you for visiting the Site.