

# Terms and Conditions

These are the terms and conditions of Valentine Occupational Health

## 1. Use of Website on these Conditions

All use of the website [www.valentineoh.co.uk](http://www.valentineoh.co.uk) ('the Site') is on the terms and conditions below.

If you do not agree to these conditions cease use of the Site immediately. You may print and keep a copy of these terms. They are a legal agreement between us and can only be modified with our consent. We reserve the right to change the terms at our discretion by changing them on the website at any time.

## 2. Accuracy of Information and Disclaimer

Valentine ('we') do our best to ensure all information on the Site is accurate. If you find any inaccurate information on the Site let us know and we will correct it, where we agree, as soon as practicable.

You should ensure information you send to us is accurate and does not breach anyone else's rights such as copyright or is libellous, obscene, menacing, threatening, offensive, abusive, fraudulent, criminal or infringes the rights of other people or in is in any way illegal. Remember that the Site can be viewed around the world and the information you send to us will be published on the Site.

You should independently verify any information before relying upon it. We make no representations that information is accurate and up to date or complete, and accept no liability for any loss or damage caused by inaccurate information. This Site gives a large amount of statistical data and there will inevitably be errors in it. Although we hope this Site will be of interest to users, we accept no liability and offer no warranties in relation to it and its content, to the fullest extent such liability can be excluded by law.

Any views expressed in messages on the Site are not necessarily those of Valentine Occupational Health or anyone connected with it. All images (photos) featured on the Valentine Occupational Health website are solely for illustration purposes only.

## 3. Copyright

The Site contains copyright material, trade names and other proprietary information, including, but not limited to, text, software, photos, graphics and may in future include video, graphics, music and sound. The entire contents of the Site are protected by copyright law. We, or our licensors, own copyright and/or database right in the selection, co-ordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part except as provided in these Terms.

You may download information from the Site for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission and that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

Valentine Occupational Health and valentineoh.co.uk and our logos on this site are trade names of Valentine Occupational Health. You may not use those names without our written consent.

We provide hypertext links to other sites are operated by other people. Using such a link means you are leaving our Site and we take no responsibility for, and give no warranties, guarantees or representations in respect of linked sites.

## **4. Our Liability**

We provide most information on this Site free of any access charge. Where not charged for the information provided on the Site is provided on the basis of no liability for the information given. Where we provide a chargeable service to you we accept liability for direct loss arising from our not having used reasonable skill and care in the provision of such services up to the price you have paid us in any year, in the year of claim.

In no event shall we be liable to you for, in the case of non-chargeable services any direct, and for both chargeable and non-chargeable services any indirect or consequential loss, loss of profit, revenue or good will arising from your use of the Site or information on the Site. Subject as provided below, all terms implied by law are excluded.

We do not accept no liability for death or personal injury caused by negligence or responsibility for fraudulent misrepresentation that cannot, under English law, be excluded. We are a distributor (and not a publisher) of content supplied by third parties and users of the Site. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or users, are those of the authors or distributors and not of us. We do not necessarily endorse nor are we responsible for the accuracy or reliability of any opinion, advice or statement made on the Site.

The information on the Site is not intended to address your particular requirements. Such information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in making (or refraining from making) any specific investment, or other, decisions. You should take your own advice.

If you make an arrangement with anyone named or connection with the Site this is at your sole risk.

## **5. Legal Jurisdiction and Dispute Resolution**

English law shall apply to these terms, notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts. The place of performance shall be England. We make no warranty or guarantee that the Site or information available over it complies with laws other than those of England.

## **6. General**

Any formal legal notices should be sent to us at the address at the end of these Terms by email confirmed by post. Failure by us to enforce a right does not result in waiver of such right.

You may not assign or transfer your rights under this agreement.

Nothing in these Terms is intended to, nor shall it, confer any benefit on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

We may amend these Terms at any time by posting a variation on the Site.

## **7. Further Information**

Our trading office address is:

Four, The Cobalt Centre  
Siskin Parkway East  
Middlemarch Business Park  
Coventry, Warwickshire  
CV3 4PE  
United Kingdom

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