

Terms and Conditions

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 Natasha Brockman trading as Brockman Media (“I”, “we”, “us”, “our”), 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 each time you use our 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 Brockman Media and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Brockman Media and accessing the Website in connection with the provisions 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.

Accessing our Website, in any manner, whether automated or otherwise, constitutes use of the Website and your agreement to be bound by these Terms and Conditions.

1. Purpose (Of Website)

This free access Website is intended to provide free information about Brockman Media, its services, latest news, its work for a number of its clients, and provide contact information for Brockman Media.

Intellectual Property And Acceptable Use

2. Website Use

The site is provided solely for your personal non-commercial use. You may not use the site or the materials available on the site in a manner that constitutes an infringement of our rights or that has not been authorised by us. More specifically, unless explicitly authorised in these Terms and Conditions or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the site.

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of our Website or Services does not constitute any right or licence for you to use our

service marks or trademarks without the prior written permission of Brockman Media.

3. Copyright And Trademarks

All copyright to all graphics, images, videos, content, logos and data contained in this Website belongs to Brockman Media or its clients. Reproduction, adaptation or modification of all or any part of this Website is strictly prohibited without the prior written permission of Brockman Media or in accordance with the Copyright Designs and Patents Act 1988.

Brockman Media cannot take responsibility for any copyright infringements caused by materials submitted by a client.

We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Unauthorised Use Of This Website

4. You may not use our 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 attempts to interfere with the site service, including, overloading, flooding, mailing , bombing, crashing, or hacking all or part of the site content or deleting or changing any site content;
- c. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- d. in any way which transmits any material to this Website that is libellous, obscene, threatening, abusive or hateful;
- e. in any way which makes, transmits or stores electronic copies of content protected by copyright without the permission of the owner;
- f. in any way which directs unsolicited email (SPAM) to or through this site.

5. Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to

such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

Linking To Our Website

6. **You may provide links to our Website provided that:**
 - a. you do not remove or obscure any portion of our Website by framing or otherwise;
 - b. your Website does not engage in illegal or pornographic activities, and;
 - c. you cease providing links to our Website immediately upon our request.

7. Links To Other Websites

Our Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Brockman Media or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them

Descriptions of, or references to products, services or publications within the Website do not constitute or imply their endorsement or recommendation in any way by Brockman Media or its employees. No reference in the Website to any specific product, process, or service by trade name, trademark, manufacturer, or otherwise, shall be used for advertising or product endorsement purposes.

Availability Of The Website And Disclaimers

8. The use of this Website is at the visitor's or user's own personal risk. Brockman Media does not warrant the content, accuracy or veracity of any material or other information on the Website nor does it warrant that the Website is free from errors, faults, viruses or other computer or data-corrupting or data-damaging material.
9. All information and images contained on this Website are believed to be truthful and accurate but nothing on this Website shall be considered a representation by Brockman Media and no reliance should be placed upon any information contained on the Website unless it has been confirmed in writing by Brockman Media to be correct.
10. Any online facilities, tools, services or information that Brockman Media makes available through the Website is provided AS IS and on an AS AVAILABLE basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or

implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Brockman Media is under no obligation to update information on the Website.

11. Whilst Brockman Media uses reasonable endeavours to ensure that our Website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers. Brockman Media is not responsible for unavailability, interruptions in availability, viruses or other defects in the site or its contents. In no event shall Brockman Media be responsible for any damages to users or their computer systems or otherwise.
12. Brockman Media accepts no liability for any disruption or non-availability of the Website.
13. Brockman Media 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

14. Nothing in these Terms and Conditions will:

- a. limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;
- b. limit or exclude our or your liability for fraud or fraudulent misrepresentation; or;
- c. limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

15. To the maximum extent permitted by law, Brockman Media accepts no liability for any of the:

- 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.

Electronic Communications

16. Visiting the services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, satisfy any legal requirement that such communication be in writing.
17. You hereby agree to the use of electronic signatures, contracts, orders and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us via the services.
18. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Modifications And Interruptions

19. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services.
20. We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors.
21. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.
22. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

Corrections And Errors

23. There may be information on the Website that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Website at any time, without prior notice.

We Reserve The Right In Our Absolute Discretion

24. Brockman Media reserves the right in our absolute discretion:

- a. to add to or remove any material from the Website or to amend, alter, redesign or change anything contained in or on it at any time; and
- b. to monitor, suspend, revoke, or otherwise limit access to the Website at any time.
- c. to refuse or suspend service to clients whose Websites would breach our ethical policy or provide services contrary to the laws of The United Kingdom.

Should attempts be made to mislead Brockman Media of the nature of services offered by the Website the full quoted cost of the project must be paid by the client.

General

25. You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions where we reasonably believe your rights will not be affected.
26. These Terms and Conditions may be varied by us 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.
27. These Terms and Conditions together with the Privacy Policy and Cookies 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.
28. 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.
29. 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.
30. 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.
31. 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.

Privacy And Cookie Policy

By using our Website, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions. Please be advised that the Website is hosted in the United Kingdom. If you access the Website from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Kingdom, then through your continued use of the Website, you are transferring your data to the United Kingdom, and you expressly consent to have your data transferred to and processed in the United Kingdom

To read our privacy policy, click [here](#)

Changes To Terms and Conditions

We reserve the right to change these Terms and Conditions or to impose new conditions on use of the site, from time to time, in which case we will post the revised Terms and Conditions on this Website. By Continuing to use the site after we post any such changes, you accept the Terms and Conditions, as modified.

If you have any questions or concerns regarding our Terms and Conditions and Privacy Policy please direct them to hello@BrockmanMedia.co.uk