

The Terms of Use, Privacy & Cookie Policy and Trading Terms (if applicable) set out the basis on which you use the Site.

Terms of Use

1. Introduction

1.1 This website (“our Site”) promotes the business referred to on it (The Accolade Clinic at Leverton Road, Sturton le Steeple, Nottinghamshire, DN22 9HG and The Accolade Clinic at 96 High Street, Broughton, Brigg, Lincolnshire, DN20 0HY.) In these conditions, the business will be referred to as ‘we’ and/or ‘our’.

1.2 Use of our Site is on the following terms (the “Terms of Use”). If you do not agree to these Terms of Use, please stop using our Site immediately. By accessing and using our Site you are indicating your acceptance to be bound by these Terms of Use. They are a legal agreement between you and us and can only be amended with our consent. They should be read in conjunction with any details provided on our Site about how our Site operates and the services which are available, including our Privacy & Cookie Policy and Trading Terms (if applicable).

1.3 We reserve the right to change these Terms of Use from time to time without prior notice by changing them on our Site.

2. Accessing our Site

2.1 We cannot guarantee that our Site will operate continuously or without interruptions or be error-free. You must not attempt to interfere with the proper working of our Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt our Site or any computer system, server, router or any other internet-connected device.

2.2 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our Site and is compatible with our Site. You also understand that we cannot and do not guarantee or warrant that any content on our Site will be free from infection, viruses and/ or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the safety and reliability of data input and output.

2.3 From time to time, we may restrict access to certain features or parts of our Site, or our entire Site, to users who have registered with us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

2.4 We reserve the right, in our discretion, to withdraw, suspend or modify our Site or certain features or parts of our Site with or without notice to you, where we have reason to do so. There may also be times when our Site or certain features or parts of our Site become unavailable, whether on a scheduled or unscheduled basis. You agree that we will not be liable to you or to any third party for any withdrawal, modification, unavailability, suspension or discontinuance of our Site or any service available on or through our Site.

3. Using our Site

3.1 You must use our Site and the information available from our Site responsibly. No such information may be used for or in connection with any unlawful, immoral or anti-social purpose, or in a manner which is or may be damaging to our name or reputation.

3.2 You cannot use our Site:

- a. for any unlawful purpose;
- b. to send spam;
- c. to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to us, our customers or suppliers;
- d. to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
- e. to tamper with, update or change any part of our Site;
- f. in a way that affects how it is run;
- g. in a way that imposes an unreasonable or disproportionately large burden on us or our suppliers' communications and technical systems as determined by us; or
- h. using any automated means to monitor or copy our Site or its content, or to interfere with or attempt to interfere with how our Site works.

4. Intellectual property rights

4.1 All content on our Site including but not limited to text, software, photographs and graphics is protected by copyright. We, or our licensors, own copyright and/or database rights in the selection, coordination, arrangement and enhancement of such content, as well as in the original content. Except as expressly set out in these Terms of Use, nothing in these Terms of Use shall give you any rights in respect of any intellectual property owned by us or our licensors. You shall not assert or attempt to obtain any such rights and you shall not use, copy, reproduce, modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, our name, trade marks, logos or other proprietary marks, or any of the content of our Site, in whole or in part, except as provided in these Terms of Use.

5. If you provide content for our Site

5.1 If you provide any material to our Site (for example, by providing ratings and reviews, comments, articles or uploading any other content in any format (including video) (each "User Content") you agree to grant us permission, irrevocably and free of charge, to use the User Content (including adapting it for operational or editorial reasons) in any media worldwide, for our own marketing, research and promotional activities and our internal business purposes which may

include providing the User Content to selected third party partners, service providers, social media and networking sites.

5.2 You own your User Content at all times, and you continue to have the right to use it in any way you choose.

5.3 By providing any User Content to our Site you confirm that such User Content:

- a. is your own original work or you are authorised to provide it to our Site and that you have the right to give us permission to use it for the purposes set out in these Terms of Use;
- b. will not contain or promote anything illegal, harmful, misleading, abusive, defamatory (that is, it does not damage someone's good reputation) or anything else that might cause widespread offence or bring us or our business partners into disrepute;
- c. does not take away or affect any other person's privacy rights, contract rights or any other rights;
- d. does not contain any virus or other code that may damage, interfere with or otherwise adversely affect the operation of our Site;
- e. will, if used to promote your own business or services, clearly and openly state your association with the particular business expressly; and
- f. will not contain any form of mass-mailing or spam.

5.4 If you do not want to grant us the permissions set out above, please do not provide any material to our Site.

5.5 We have no obligation to publish your User Content on our Site and we retain the right to remove any User Content at any time and for any reason.

5.6 We do not edit, pre-vet or review any User Content displayed on our Site. If you believe that any User Content does not comply with the requirements set out in this paragraph, please notify us immediately. We will then review the User Content and, where we deem it appropriate, remove it within a reasonable time.

6. Our liability

6.1 Although we hope our Site will be of interest to users, we accept no liability and offer no warranties or conditions in relation to our Site or its content, to the fullest extent such liability can be excluded by law.

6.2 There is no limit to what we and the people who provide our services will be liable for if someone dies or is injured because of our negligence or because we have committed fraud.

6.3 Under no circumstances will we, the owner or operator of our Site, or any other organisation involved in creating, producing, maintaining or distributing our Site be liable, whether in contract, tort (including negligence), breach of a statutory duty, even if foreseeable, for any loss of:

- a. profits, sales, business, or revenue;
- b. business interruption;
- c. anticipated savings;
- d. business opportunity, goodwill or reputation;

- e. use of, or corruption to information; or
- f. information.

6.4 If we do not keep to these conditions, then we will only be liable for losses you have suffered as a direct result. We are not liable to you for any other losses whether such losses are because we have not kept to our obligations or contract, because of something we have done or not done in negligence, due to defamatory statements or liability for a product or otherwise as a result of:

- a. use of, or inability to use, our Site;
- b. use of or reliance on any content displayed on our Site; any mistake, fault, failure to do something, missing information, or virus on our Site or if it does not work properly because of incidents outside of our control such as (but not limited to) interruptions to communication and networks and circumstances beyond our control;
- c. theft, destruction of information or someone getting access to our records, programs or services without our permission; or
- d. goods, products, services or information received through or advertised on any website which we link to from our Site.

7. General

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

7.2 Any formal legal notices should be sent to us using the details set out on our Site.

7.3 Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms of Use.

7.4 If any part of these Terms of Use is found to be unenforceable as a matter of law, all other parts of these Terms of Use shall be unaffected and shall remain in force.

8. Governing Law and Jurisdiction

8.1 These conditions make up the whole agreement between you and us in how you use our Site. If a court decides that a condition is not valid, the rest of the conditions will still apply.

8.2 The laws of England and Wales apply to your use of our Site and these conditions. We control our Site from within the United Kingdom. However, you can get access to our Site from other places around the world. Although, these places may have different laws from the laws of England and Wales, by using our Site you agree that the laws of England and Wales will apply to everything relating to you using our Site and you agree to keep to these laws. We have the right to take you to court in the country you live in.

9. How to contact us

9.1 If you experience problems with our Site or would like to comment on it, please feel free to contact us by using the details set out on our Site.

Privacy & Cookie Policy

1. Introduction

1.1 We are committed to protecting and respecting your privacy.

1.2 This Privacy & Cookie Policy (together with our Terms of Use and Trading Terms (if applicable)) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

1.3 For the purpose of European Union Data Protection legislation, we (as defined and detailed in our Site) are the data controller.

2. Information we may collect from you

2.1 We may collect and process the following data about you:

2.1.1 details of transactions you carry out through our Site and the fulfilment of your orders;

2.1.2 information that you provide by filling in forms on our Site, including but not limited to, information provided at the time of registering to use our Site, subscribing to any service, posting material or requesting further services. We may also ask you for information when you enter a competition or promotion sponsored by us;

2.1.3 information from surveys that we use for research purposes, if you choose to respond to them;

2.1.4 communications you send to us, for example to report a problem with or submit a comment regarding our Site; and

2.1.5 details of your visits to our Site, including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

3. IP addresses and cookies

3.1 We may collect information about your computer, including, where available your IP address, operating system and browser type, for system administration. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

3.2 For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our Site and to deliver a better and more personalised service. They enable us to:

- 3.2.1 estimate our audience size and usage pattern;
- 3.2.2 store information about your preferences, and so allow us to customise our Site according to your individual interests;
- 3.2.3 speed up your searches; and
- 3.2.4 recognise you when you return to our Site.

3.3 You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting, you may be unable to access certain parts of our Site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you use our Site. The “Help” menu of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. For more information about cookies and how to stop cookies being installed or how to delete existing cookies from your hard drive visit the following website: www.allaboutcookies.org.

4. What cookies are used on our Site

4.1 The cookies we and our business partners use on our Site are broadly grouped into the following categories:

Essential – Some of the cookies on our Site are essential for us to be able to provide you with a service you have requested. An example of this could be a cookie used to enable you to log into your account on our Site or which allows communication between your browser and our Site. Our cookie preference cookie described in the section “How can I reject or opt out of receiving cookies?” is also an essential cookie. You may not be able to use our Site without these cookies.

Analytics – We use analytics cookies to help us understand how users engage with our Site. An example is counting the number of different people coming to our Site or using a particular feature, rather than the total number of times the site or feature is used. Without this cookie, if you visited our Site once each week for three weeks we would count you as three separate users. We would find it difficult to analyse how well our Site was performing and improve it without these cookies.

User Cookies – We use cookies to improve your experience by remembering your preferences so we know how you like to use our Site. Examples of this would be remembering you so that you are served with the same content or to remember you when you come back to our Site.

Social Sharing – We use third party cookies to allow you to share content directly on the social networking/sharing sites like Facebook, Twitter or Google+. Examples would be if you wanted to “like” or “tweet” about us or our products or services. Please see our “Third Party Cookies” section below for more details.

Interest-Based Advertising – You will have noticed that when you visit websites you will be shown adverts for products and services you may wish to buy. The money made by website owners for showing third party adverts on their websites often pays for the cost of running the website and therefore usually allows you to use the website without having to pay a registration or usage fee. To try and ensure that the adverts you see are relevant to you third party cookies may be used to collect information about the types of things that interest you, for example websites you visit and the geography that you are based in. Having these cookies does not increase the number of adverts you will be shown, but simply makes the adverts you see more relevant. Please see our “Third Party Cookies” section below for more details.

5. Third party cookies

5.1 Some of the cookies described in the "What Cookies are used on our Site" section above are stored on your machine by third parties when you use our Site. Third parties may also read cookies on your browser to collect information or to serve content or advertisements to you. We have no control over these cookies or how the third parties use them. They are used to allow that third party to provide a service to us, for example analytics. For more information on these cookies and how to disable them, please see:

5.1.1 Internet Advertising Bureau website at <http://www.youronlinechoices.com/> where you will be able to opt-out of receiving Interest-Based Advertising cookies from some of the third parties listed below; and/or

5.1.2 If you want to know more about how cookies work and how to manage or delete them, visit the World Wide Web Consortium's website:
<http://www.w3.org/Security/Faq/wwwsf2.html#CLT-Q10>.

6. Where we store your personal data

6.1 When we use your information as described in this Privacy & Cookie Policy, this may occasionally involve sending your information around the world (and in particular where you are located within the European Economic Area (EEA), this includes sending it outside the EEA). By providing us with your personal information, you agree that we may transfer, store and process your information in this manner.

6.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we employ security measures designed to protect your personal data, we cannot guarantee the security of your data transmitted to our Site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

7. How we process and store your information

7.1 The data that we collect from you is processed by staff who work either for us or for one of our service providers. Such staff may be engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services.

7.2 Your data may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA. By submitting your personal data, you agree to this transfer, storing and/or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy & Cookie Policy.

7.3 All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain features or parts of our Site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

7.4 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. Remember to close your browser when you have finished your user session. This will help to ensure that others do not access your personal information if you share your computer or use a computer in a public places such as a library or internet café.

8. Uses made of the information

8.1 We use information held about you in the following ways:

8.1.1 to carry out our obligations arising from any contracts entered into between you and us, for example to fulfil your orders;

8.1.2 to provide you with information, products or services that you request from us or which we feel may interest you, where you have indicated that you wish to be contacted for such purposes by post, email, SMS, telephone or other means of electronic communication;

8.1.3 to ensure that content from our Site is presented in the most effective manner for you and for your computer;

8.1.4 to allow you to participate in interactive features of our service, when you choose to do so; and

8.1.5 to notify you about changes to our service.

8.2 We may also use your data, or permit selected third parties to use your data, to provide you with information about third party goods and services which may be of interest to you and we or they may contact you about these, where you have indicated that you wish to be contacted for such purposes by post, email, SMS, telephone or other means of electronic communication.

8.3 If you do not want us to use your data for direct marketing purposes, or to pass your details on to third parties for marketing purposes, please check or un-check (as directed) the relevant box situated on the form on which we collect your data.

9. Disclosure of your information

9.1 We may disclose your personal information to any affiliated company within our group.

9.2 We may disclose your personal information to third parties:

9.2.1 in the event that we sell or buy any business, assets or shares, in which case we may disclose your personal data to the prospective seller or buyer of such business, assets;

9.2.2 if we or substantially all of our assets are acquired by a third party, in which case personal data held by us about our customers will be one of the transferred assets; or

9.2.3 if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions; or to protect our rights, property, or safety, or those of our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

10. Your rights

10.1 You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes. You can exercise your right to prevent such processing by checking or un-checking (as directed) certain boxes on the forms we use to collect your data or by following the unsubscribe link on any marketing emails we send you. You can also exercise the right at any time by contacting us using the details set out on our Site.

11. Access to your information

11.1 The Data Protection Act 1998 gives you the right to access information held about you. Your right of access can be exercised in accordance with that Act. Any access request may be subject to a fee not exceeding £10 to meet our costs in providing you with details of the information we hold about you.

12. Changes to this Privacy & Cookie Policy

12.1 We may update this Privacy & Cookie Policy from time to time so you may want to check it each time you give us personal information or look at or change your personal details on our Site.

13. How to contact us

13.1 If you have any questions, comments or requests regarding this Privacy & Cookie Policy, please feel free to contact us by using the details set out on our Site.