

TERMS AND CONDITIONS

Thank you for choosing omlimited.com.

It is important that you read these Terms and Conditions carefully. Together with our Privacy Policy, they govern our relationship with you in relation to this website and your use of the omlimited.com Service we provide. If you have any questions about them or do not wish to accept them, please contact us at mail@omlimited.com.org before continuing. Using or accessing this website and, where applicable, registering to use our Omlimited.com Service indicates your acceptance of these Terms and Conditions.

We may change these Terms and Conditions at any time by updating this web page. You should check this web page from time to time to review these Terms and Conditions to ensure you are happy with any changes.

OUR DETAILS

We are omlimited.com We operate from Smallbrook Road Broadway Worcestershire WR12 7EP. 01386 853 207

You can contact us by email at [mail@omlimited.com.org].

YOUR USE OF THIS WEBSITE

We have made this website available to you for your personal non-commercial use.

We do not give you permission to do anything with this website except to browse its contents, use the Omlimited.com Service if you have registered as a member, and use any other facilities we expressly offer to you.

Some areas of this website can be accessed only if you have subscribed to our services. In order to access these areas you will be required to enter your member ID, password and other membership details.

You are responsible for maintaining the confidentiality of your membership details. You must notify us immediately if you believe that there has been any unauthorised use of your membership details or any other breach of security. We will not be responsible to you if there is unauthorised access to your member area and/or unauthorised activity on the website as a result of your membership details becoming compromised, unless this is due to our negligence. We are not responsible for ensuring that people you authorise to have access to your member area do not misuse your information and records.

You must not:

- use this website in any way that is illegal;

- engage in denial of service attacks upon the servers that host this website;

- submit, upload or otherwise make available any materials on this website that are unlawful, harmful, defamatory, obscene, or offensive;

- submit, upload or otherwise make available any materials on this website which contain viruses or other software designed to interrupt or damage the functionality of this website, any computer software or hardware, or any telecommunications equipment; or

- submit, upload or otherwise make available any materials on this website that you do not have a right to make available or which infringe any intellectual property rights of another person.

We may withdraw your permission to access this website, use the Omlimited.com Service or use any other facilities available on this website if you fail to comply with these Terms and Conditions.

OUR INTELLECTUAL PROPERTY RIGHTS

This website and all the features and materials we make available on it are protected by intellectual property rights, including copyright, and either belong to us or are licensed to us to use. Materials include, but are not limited to, the design, layout, look, appearance, graphics and documents on the website, as well as other content such as articles, sounds, video clips and other text.

You may not copy, redistribute, republish or otherwise make available the materials on this website to anyone else without our written permission, except those materials which you submit or upload in connection with the Omlimited.com Service.

You may print or download materials we make available on this website for your own personal non-commercial use provided that:

no materials are modified in any way;

no graphics are used separately from accompanying text;

our copyright and trade mark notices appear in all copies and you acknowledge this website as the source of the material;

you obtain any necessary permissions before printing or downloading any materials made available on this website by a third party (for example, advertisers).

INFORMATION WE PROVIDE ON THIS WEBSITE

The information we make available on this website is given for general information and interest purposes only. Whilst we try and ensure that the information we make available on the website is accurate and up to date, we cannot be responsible for any inaccuracies in this information.

OUR LIABILITY TO YOU

These Terms and Conditions do not exclude our liability (if any) to you for:

personal injury or death resulting from our negligence;

fraud;

any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

We will make every effort to perform our obligations under these Terms and Conditions but we cannot be held responsible to you for any failure or delay, or for the consequences of any failure or delay, in the performance of our obligations due to any event beyond our reasonable control.

We are only liable to you for losses which you suffer as a result of a breach of these Terms and Conditions by us. We are not responsible to you for any losses which you may incur which were not a foreseeable consequence of us breaching these Terms and Conditions - for example, if you and we could not have contemplated those losses before or when we enter into a contract. Our liability to you shall not in any circumstances include any business losses that you may incur, including but not limited to lost profits or business interruption.

While we try to ensure that this website and the Omlimited.com Service is functioning correctly this may not always be achievable. We do not guarantee that this website will be available all the time or at any specific time. We do not guarantee that this website will be compatible with all or any hardware and software which you may use.

We take steps to ensure the security of the information and materials we hold about you, however we cannot be held responsible for the security of information or materials you submit during their transmission across the Internet because this is outside of our control. You are advised to use appropriate software to protect your information and materials during their transmission to us.

ADDITIONAL LIMITS ON OUR LIABILITY IF YOU ARE A BUSINESS

The following additional exclusions and limitations of our liability apply if you are a business and have subscribed to our Omlimited.com Service in order to make membership of the Omlimited.com Service available to individual consumers.

Except to the extent that we do not exclude or limit our liability as set out above, our total aggregate liability (whether in contract, tort (including but not limited to negligence) breach of statutory duty, restitution or otherwise) shall be limited to the total amount received by us from you

Our liability to you shall not in any circumstances include any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise):

- pure economic loss, loss of profits, loss of business, loss of revenue, loss of contract, loss or depletion of goodwill and/or business opportunity, loss of anticipated earnings or savings or like loss;

- wasted management, operational or other time;

- loss or damage arising out of any failure by you or the individuals you permit to use the Omlimited.com Service to keep full and up to date copies of any information submitted to this website; or

- any special, indirect or consequential losses.

LINKING

From time to time we may link to other websites which are not within our control. We are not responsible for these websites in any way and do not endorse them. It is your responsibility to check the terms and conditions and privacy policy on any other website which you visit.

You must not link to this website from another website without our consent in writing.

PRIVACY

We will treat all personal information and materials that you submit to us in accordance with our Privacy Policy.

CONTRACTING ONLINE

Nothing on this website is intended to be an offer to enter into a contractual relationship with you or anyone else, except for these Terms and Conditions and our Privacy Policy.

If you make a contract with another person who is named or referred to on this website, this is entirely at your sole risk and it is your responsibility to ensure that you are comfortable with the terms of that contract and to take legal advice if necessary.

OTHER INFORMATION OF WHICH YOU NEED TO BE AWARE

We may modify this website at any time, for instance to comply with changes in the law or to add new features. We will try as far as possible to ensure that any modifications do not reduce the quality of the Omlimited.com Service.

We reserve the right to withdraw, suspend or discontinue any functionality or feature on this website at any time.

We advise you to keep a copy of these Terms and Conditions for your future reference.

Any notices we send to you will be sent to the most recent e-mail address or postal address provided to us by you.

Neither of us intend that these Terms and Conditions will be enforceable by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.

These Terms and Conditions and all communications between us will be conducted in the English language.

The laws of England and Wales apply to these Terms and Conditions.

If any disputes arise between you and us in relation to this website or our Omlimited.com Service and you want to take court proceedings, you must do so in the courts of England and Wales.