

# TERMS AND CONDITIONS OF USE

**THE FOLLOWING TERMS AND CONDITIONS OF USE AGREEMENT (hereafter "Terms") governs your use of our web site (hereafter "web site"). It is vitally important that you read the Terms carefully, as your use of the web site will automatically constitute your agreement to be legally bound by the terms and conditions set out herein. These Terms also govern your use or purchase of the products/services provided through or in connection with the web site (hereafter "services"). Each time you use our services, you acknowledge that you have read these Terms and agree to be legally bound by them. If you do not agree to be bound by these Terms, you may not use the web site(s) or the services provided by Business through its web site(s).**

This website is owned by **London Facial Surgery Ltd (hereafter "Business")**, a company registered in England and Wales (company number 08884670), whose registered office is at Enso House, Crayfields Business Park, 3 New Mill Road, Orpington, Kent, United Kingdom, BR5 3TW.

The following words used in these Terms shall have the following meanings:

- **"Personal Information"** shall mean all data and/or information provided by and about User, including e-mail address (es), name, address, credit card, or other payment information, etc.;
- **"Business web site"** shall mean all web sites on which **Business** provides products and/or services.
- **"Business User"** shall mean all Users of the Business web site(s) and services.
- **"Business Products and Services"** shall mean all products and/or services provided directly by Business;
- **"3rd-Parties"** include all advertisers, partners and affiliate vendors that are included on, or linked to, the Business web site(s).

## LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on this website are provided solely for your convenience. If you use these links, you leave this website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this website, you do so entirely at your own risk.

## SUCCESS OF YOUR BUSINESS OR EARNINGS

What User derives from use of London Facial Surgery Ltd products/services/information depends upon User's commitment to, and effort in, applying the information. London Facial Surgery Ltd does not represent, warrant or guarantee that User will achieve any particular results in business as a result of purchasing and using London Facial Surgery Ltd products/services/information. User acknowledges that the success of User's business depends on User's skills, effort and commitment. PLEASE SEE OUR EARNINGS AND TESTIMONIAL DISCLAIMER ELSEWHERE ON THIS WEB SITE.

## NEWSLETTERS

London Facial Surgery Ltd occasionally may send out a newsletter and/or other informational emails (collectively referred to as "Newsletters") to all Users. In these Newsletters, we may inform you about new services, features or products. User may choose to unsubscribe from the Newsletter at any time using the unsubscribe option at the bottom of our emails, or by writing to us at [secretary@londonfacialsurgery.org](mailto:secretary@londonfacialsurgery.org) or following the unsubscribe link contained in each of the emails.

## LICENCE AND COPYRIGHT

The Business web site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound and the entire content of the web site is copyrighted as a collective work under UK and International copyright laws. The Business owns a copyright in the selection, coordination, 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 otherwise expressly permitted under copyright law or these Terms, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of Business and the copyright owner. Elements of the web site are

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- (a) no documents or related graphics on this website are modified in any way;
- (b) no graphics on this website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

## **Copyright Infringement**

In accordance with UK and International law, any notifications of claimed copyright infringement should be sent to us immediately. Such notification can be sent by email, to [secretary@londonfacialsurgery.org](mailto:secretary@londonfacialsurgery.org) or by letter to: London Facial Surgery Ltd, Enso House, Crayfields Business Park, 3 New Mill Road, Orpington, Kent, United Kingdom, BR5 3TW.

## **Copyright Infringement – Digital Millennium Copyright Act**

If operating in America: The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you are a copyright owner or an agent thereof and believe in good faith that materials hosted by Business infringe your copyright, you (or your agent) may send Business a notice requesting that the material be removed or access to it blocked by providing Business's Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online web site are covered by a single notification, a representative list of such works at that website;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Business to locate the material;
4. Information reasonably sufficient to permit the Business to contact you, such as a name, address, telephone number, and, if available, an e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Business a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to this website should be sent to : London Facial Surgery Ltd, Enso House, Crayfields Business Park, 3 New Mill Road, Orpington, Kent, United Kingdom, BR5 3TW.

Business suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Any rights not expressly granted in these terms are reserved.

## **REGISTRATION**

To register with <http://londonfacialsurgery.org> you must be at least 18 years of age.

Each registration is for a single user only, whether or not acting on behalf of a company or other organisation. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

User must complete the registration process by providing Business with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a User name.

Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

User is entirely responsible for maintaining the confidentiality of any password and account information. Furthermore, User is entirely responsible for any and all activities that occur under its account. User agrees to notify Business immediately of any unauthorized use of their account or any other breach of security. Business will not be liable for any loss that may incur as a result of someone else using User's password or account, either with or without their knowledge. However, User could be held liable for losses incurred by Business or another party due to someone else using their account or password

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

We may deny access to any User, at any time, and for any reason. In addition, Business may, at any time, transfer rights and obligations under these Terms to any current or future Business subsidiary or business unit, or any companies or divisions or any entity that acquires Business or any of its assets.

## **DISCLAIMER**

While the Business uses reasonable efforts to include accurate and up-to-date information, the Business specifically disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in any and all Business web sites, either now operating or created in the future. The Business disclaims any responsibility or liability for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. The Business disclaims any responsibility or liability for any harm resulting from downloading or accessing any information or material on the Internet through the Business web site.

The Business does not make any warranties or representations regarding any data, service and/or information provided or made available by any user on any of the Business web sites or on any external web sites linked to them. In particular, the Business does not warrant or represent that said data, service and/or information is true or accurate, or that it fulfils or serves any particular purpose.

Without limiting the foregoing, under no circumstances shall the Business be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of 3rd-parties, or loss of or fluctuations in heat, light, or air conditioning.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY IN ALL CASES. THE USER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

THE COMPANY AND ITS WEB SITES ARE NOT RESPONSIBLE OR LIABLE FOR CONTENT POSTED BY USERS, 3rd-PARTIES, ACTIONS OF ANY 3rd-PARTY OR FOR ANY DAMAGE TO, OR VIRUS THAT MAY INFECT, A USER'S COMPUTER EQUIPMENT OR OTHER PROPERTY.

## **LIABILITY**

The Business may modify, suspend, discontinue or restrict the use of any portion of the Business web site, including the availability of any portion of the content at any time, without notice or liability.

User acknowledge and agree that it is virtually impossible to achieve continuous, uninterrupted availability of the Business or any other, web site. While we endeavour to ensure that this website is normally available 24 hours a day, we will not be liable if for any reason this website is unavailable at any time or for any period. Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Our liability (and that of our officers, directors, employees, shareholders or agents) of any kind (including our own negligence) with respect to our website or service for any one event or series of related events is limited to the total fees which you have paid to us in the 12 months before the event(s) complained of.

In no event (including our own negligence) will we be liable for any:

- (a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
  - (b) loss of goodwill or reputation;
  - (c) special, indirect or consequential losses; or
  - (d) damage to or loss of data
- (even if we have been advised of the possibility of such losses).

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

## **INDEMNITY**

You agree to indemnify, defend and hold harmless the Business, its web site(s) and each of its respective advertisers, partners, suppliers, licensors, officers, directors, shareholders, employees, representatives, contractors, agents and sub-licensees, from any and all claims (including but not limited to claims for defamation, trade disparagement, privacy and intellectual property infringement) and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding:

1. Your use of the Business web site(s);
2. The Business's use of any your content or information, as long as such use is not inconsistent with these Terms;
3. Information or material provided through your IP address, even if not posted by you or
4. Any violation of these Terms by you.

## **GOVERNING LAW AND JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts where the claim is brought by you. We nevertheless retain the right to bring proceedings against you for any threatened or actual breach of these terms and conditions in your country of residence, registration or business or any other relevant country.

We do not warrant that materials, services or information for sale on the website are appropriate or available for use outside the United Kingdom. It is prohibited to access the website from territories where its contents are illegal or unlawful. If you access this website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

## **MISCELLANEOUS**

If any provision of these Terms is, for any reason, invalid and/or unenforceable, as determined in an appropriate Court of proper jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. You agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision and shall be interpreted most favourably, when possible, to the benefit of the Business.

**Section Titles** : The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

**Incident Reporting** : Any complaints regarding violations of these Terms by a User should be directed to customer services at [secretary@londonfacialsurgery.org](mailto:secretary@londonfacialsurgery.org). Where possible, include details that would assist the Business in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

**Complaints Procedure** : We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at Enso House, Crayfields Business Park, 3 New Mill Road, Orpington, Kent, United Kingdom, BR5 3TW.

## ONLINE ACCEPTANCE

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999.

These Terms represent the entire understanding between the user and the Business and supersedes any prior statements or representations. THE USER AGREES TO THE TERMS OF THIS ONLINE AGREEMENT, by using the web site, it's services, sign up, posting, downloading and uploading content, and understands that it is entering into a binding and legal agreement with Business.

You agree to file any claim regarding any aspect of this web site or these Terms within six (6) months of the time in which the events giving rise to such alleged claim began, or you agree to waive such claim. You also agree that no claim subject to these Terms may be brought as a class action or in any other jurisdiction than English courts.

These [Terms and Conditions](#) were last updated, and became effective, on 21/05/2019.

**Contact Information** : Our contact details are as follows:

Business Name: London Facial Surgery Ltd, Enso House, Crayfields Business Park, 3 New Mill Road, Orpington, Kent, United Kingdom, BR5 3TW. General email: [secretary@londonfacialsurgery.org](mailto:secretary@londonfacialsurgery.org)

Telephone number: 01689 490119 / 0800 009 6154