



# Website Terms of Use Policy

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Part of ISO 27001 – IT Policies  
Information Security Properties Addressed:  
Confidentiality, Integrity, Availability

Pages 1-5  
Author: Kerrie Shepherd



# Website Terms of Use

## Purpose

These terms of use (together with the relevant documents listed under Other Applicable Terms) explain the terms on which you may use our website, [www.d5-design.com](http://www.d5-design.com), including accessing and browsing our site.

Please read these terms of use before you start to use our site. These will apply to your navigation and use of our site. By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

**If you do not agree to these terms of use, you must not use our site.**

## Other Applicable Terms

These terms of use also refer to the following additional terms, which also apply to your use of our site:

Our Acceptable Use Policy sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

## About Us

[www.d5-design.com](http://www.d5-design.com) is a site operated by D5 Design Limited ("we"). We are registered in England and Wales under company number 08730102 and we have our registered office at 2 Manor Farm Court Old Wolverton Road, Old Wolverton, Milton Keynes, Bucks, England, MK12 5NN. Our main trading address is Broadview Studio, Drayton Beauchamp, Aylesbury, Buckinghamshire, HP22 5LU. Our VAT number is GB172876081.

We are a limited company.

## Changes to the terms and conditions

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## Changes to the Site

We may update our site and content from at any time. However, please note that any of the content on our site may be out of date at any given time, and we are not obligated to update it.

Although we aim to provide up to date, accurate information, we do not guarantee that our site, or any content on it, will be free from errors or omissions.

## Accessing our Site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or change all or any part of our site without notice. We admit no liability to any party for the inability to use our website or content.

# Website Terms of Use

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties globally. All such rights are reserved.

You may print off and may download extracts of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

However, you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status as the creators of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes.

If you print off, copy, or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must return or destroy any copies of the materials you have made.

## No Reliance on Information

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, or up to date.

## Limitation of our Liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site

# Website Terms of Use

- use of or reliance on any content displayed on our site

If you are a business user, please note that we will not be liable for:

- loss of profits, sales, business, or revenue
- business interruption
- loss of anticipated savings
- loss of business opportunity, goodwill, or reputation
- any indirect or consequential loss or damage

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## Viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## Linking to our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.



# Website Terms of Use

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on our site other than that set out above, please contact [admin@d5-design.com](mailto:admin@d5-design.com).

## Third Party Links and Resources in our Site

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

## Applicable Law

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## Contact Us

To contact us, please email [info@d5-design.com](mailto:info@d5-design.com). Alternatively, please call us on 01442 827486.

Thank you for visiting our site.