

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that You understand them before using Our Site. These Terms and Conditions, together with any other documents referred to herein (unless otherwise stated), set out the terms of use governing your use of this website, bentleystudios.co.uk ("Our Site"). It is recommended that You print a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were first published on 2nd January 2021. There have been no updates since that date.

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If You do not agree to these Terms and Conditions, You must stop using Our Site immediately.

The following documents also apply to your use of Our Site:

- Our Privacy Policy, available at bentleystudios.co.uk/#privacy-policy. This is also referred to below in Parts 3 and 15.
- Our Cookie Policy, available at bentleystudios.co.uk/#cookie-policy. This is also referred to below in Part 15.
- Our Acceptable Usage Policy, available at bentleystudios.co.uk/#web-acceptable-use-policy. This is also referred to below in Parts 3 and 14.

We do not sell goods, services, or digital content through Our Site. No Part of Our Site constitutes a contractual offer capable of acceptance. The details of the goods, services and digital content provided on Our Site are provided for general information purposes only. Our Terms of Business and/or Contract for Services provided to prospective clients prior to entering into a contract for goods, services and/or digital content will apply to sales conducted online, by telephone or remote communication or at a physical business location and do not relate to your use of Our Site.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Contact Tools”	means any online communications facility that We make available on Our Site enabling You to contact Us including, but not limited to, contact forms and live chat;
“Content”	means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
“We/Us/Our”	means Ian Bentley Ridgeway doing business as/trading as Bentley Studios (Manchester).

2. Information About Us

2.1 Our Site is operated by Ian Bentley Ridgeway doing business as/trading as Bentley Studios (Manchester). Our main trading address is Bartle House, 9

Oxford Court, Manchester, United Kingdom, M2 3WQ.

3. **How to Contact Us and Your Use of Our Contact Tools**

3.1 To contact Us by email, please email Us at manchester@bentleystudios.co.uk.

3.2 We provide the following Contact Tools for You to contact Us:

- Contact form on Our website
- WhatsApp Business Message on +447521645598
- Meta Direct Messaging via Meta social media channels (our Meta account ID is 'bentleystudiosmcr')

3.3 When using Our Contact Tools or contacting Us by any other means, the following rules apply, and You must not communicate, submit, or otherwise do anything that:

- a) is sexually explicit;
- b) in any way sexualises minors (including, but not limited to, child sexual abuse material);
- c) is obscene, deliberately offensive, hateful, or otherwise inflammatory;
- d) promotes violence;
- e) promotes, encourages, incites, or supports acts of terrorism;
- f) promotes or assists in any form of unlawful activity;
- g) is defamatory of another person;
- h) bullies, insults, intimidates, or humiliates another person;
- i) discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;
- j) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- k) is calculated or otherwise likely to deceive;
- l) is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal information in a way that You do not have a right to;
- m) misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- n) implies any form of affiliation with Us or any other party where there is none;
- o) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, designs, patents, trade marks, and database rights) belonging to Us or any other party;
- p) is in breach of any legal duty owed to another party including, but not limited to, contractual duties and duties of confidence.

3.4 We may monitor any and all communications made using Our Contact Tools.

3.5 Any personal information sent to Us, whether via Our Contact Tools or otherwise (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with your rights and Our obligations under data protection law, as set out in Our Privacy Policy, available from

bentleystudios.co.uk/#privacy-policy.

4. Access to Our Site

- 4.1 Access to Our Site is free of charge.
- 4.2 It is your responsibility to make the arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is provided on an “as is” and on an “as available” basis. We may suspend or discontinue Our Site (or any part of it) at any time. We do not guarantee that Our Site will always be available or that access to it will be uninterrupted. If We suspend or discontinue Our Site (or any part of it), We will try to give You reasonable notice of the suspension or discontinuation.

5. Changes to Our Site

We may alter and update Our Site (or any part of it) at any time and without prior notice to reflect Our changing product and service portfolio, Our business and working practices, Our range of clients and any reference projects.

6. Changes to these Terms and Conditions

- 6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Site the first time You use it after the changes have been implemented. You are therefore advised to check this page every time You use Our Site.
- 6.2 If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

7. International Users

- 7.1 Our Site is intended for users in the United Kingdom only. We do not warrant or represent that Our Site or its Content are available in other locations or are suitable for use in other locations.
- 7.2 Since Our Site is intended for users in the United Kingdom only, We do not warrant or represent that Our Site or its Contents comply with privacy regulations, disclosures, procedures or legal obligations in any jurisdiction outside the United Kingdom. As such, if You are domiciled or located in any jurisdiction outside the United Kingdom, You are strongly advised and instructed not to access Our Site.

8. How You May Use Our Site and Content (Intellectual Property Rights)

- 8.1 All Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 8.2 You may access, view, and use Our Site in a web browser (including any web browsing capability built into other types of software or app) and You may download Our Site (or any part of it) for caching (this usually occurs automatically).
- 8.3 You may print one copy and download extracts of any page(s) from Our Site for personal use only.
- 8.4 You may not modify the printed copies or downloaded extracts in any way.

Images, video, audio, or any other Content downloaded from Our Site must not be used separately from accompanying text, and any copyright notices must be referenced in full alongside any extracts.

- 8.5 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as applicable) must always be acknowledged.
- 8.6 You may not use any Content copied, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or Our licensors, as applicable). This does not prevent the normal access, viewing, and use of Our Site for general information purposes by business users or consumers.
- 8.7 You may not cause or allow Our Site, or content, image or component thereon, to train any artificial intelligence models or algorithm, whether directly or indirectly. You may not cause or allow any such content, image or component forming part of Our Site to be processed in any way that may give rise to such activities by You or any third party.

9. **Links to Our Site**

- 9.1 You may only link to the homepage of Our Site, bentleystudios.co.uk/#home. Linking directly to other pages on Our Site requires Our express written permission.
- 9.2 Links to Our Site must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.
- 9.3 You must not link to Our Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none). Any such association, endorsement and/or approval from Us must be confirmed by Us in writing prior to any such claims being made, published or notified to another person, entity or body.
- 9.4 Your link should not use any logos or trademarks displayed on Our Site without Our prior and express written permission.
- 9.5 You must not frame or embed Our Site on another website without Our prior express written permission.
- 9.6 You may not link to Our Site from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.
- 9.7 You may not copy our layout, iconography, text or website design for any reason, including but not limited to passing Yourself off as Us.

10. **Links to Other Sites**

- 10.1 Links to other websites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.
- 10.2 The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

11. **Disclaimers**

- 11.1 Nothing on Our Site constitutes professional advice on which You should rely. It is provided for general information purposes only.
- 11.2 The Content on Our Site does not constitute advice on which You should rely.

It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to producing and publishing digital content, video or other marketing materials, particularly in respect of copyright, intellectual property and third-party rights.

- 11.3 We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 11.4 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.
- 11.5 To the extent permitted by law, We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case.
- 11.6 If You are a business user, We exclude all implied representations, warranties, conditions, and other terms that may apply to Our Site and Content.
- 11.7 As set out above, no Part of Our Site is intended to constitute a contractual offer capable of acceptance. We do not sell goods, services, or digital content through Our Site. The details of goods, services and digital content provided on Our Site are provided for general information purposes only.
- 11.8 We make every reasonable effort to ensure that all representations and descriptions of goods, services and digital content shown on Our Site correspond to the actual goods, services and digital content available. Minor variations may occur as follows:
 - a) There may be minor differences between services described on Our Site and the actual services that will be provided to you. The exact nature of Our services may vary depending upon your individual requirements and circumstances. Services may also vary due to available staff and equipment, availability and/or speed of Internet connection, availability and functionality of third-party software and services upon which we rely, facilities and premises of third-party locations and other circumstances beyond Our control e.g. weather, travel conditions, strikes and industrial action. This list is not exhaustive.
 - b) There may be differences between services described on Our Site and the actual services where changes have been recently made to comply with changes in applicable laws and regulatory requirements. Such changes would not affect your use of the services. More significant changes may be made from time to time, for example software licensing terms and costs and changes to working time and conditions arrangements at a national or international level. For further information on variation and changes to services and your related rights, please refer to Our Terms of Business and/or Contract for Services.
 - c) There may be minor differences between digital content described on Our Site and the actual digital content available, for example due to licensing terms and conditions, continued availability of resources etc. This list is not exhaustive.
 - d) There may be differences between digital content described on Our Site and the actual digital content where changes have been recently made to comply with changes in applicable laws and regulatory requirements.

Such changes would not affect your use of the digital content. More significant changes may be made from time to time. Digital content may also be updated from time to time. If this occurs, the updated digital content will continue to match any description provided before it was purchased. For further information on variation and changes to digital content and your related rights, please refer to Our Terms of Business and/or Contract for Services.

12. **Our Liability**

- 12.1 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.
- 12.2 If You are a business user (i.e. You are using Our Site in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
- 12.3 If You are a business user, We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 12.4 If You are a consumer, You agree that You will not use Our Site for any commercial or business purposes and that We shall have no liability to You for any business losses as set out above.
- 12.5 Subject to Part 12.6, if **You** are a consumer and digital content from Our Site damages other digital content or a device belonging to you, where that damage is caused by Our failure to use reasonable skill and care, We will either compensate You or repair the damage.
- 12.6 Note that the right to compensation or repair in Part 12.5 will be lost if the damage in question could have been avoided by following advice or instructions from Us to install a free patch or update; if the damage resulted from your failure to follow instructions; or if the minimum system requirements provided by Us for the digital content in question were not met.

13. **Viruses, Malware, and Security**

- 13.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee that this is the case.
- 13.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.
- 13.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 13.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 13.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 13.6 By breaching the provisions of Parts 13.3 to 13.5, You may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such

breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

13.7 You may not attempt to reverse engineer Our Site in any way and for any purpose.

14. **Acceptable Usage of Our Site**

14.1 In addition to these Terms and Conditions, Our Acceptable Usage Policy, available at bentleystudios.co.uk/#web-acceptable-use-policy, also applies to your use of Our Site and, in particular, your use of Our Contact Tools as explained in Part 3.

14.2 You may only use Our Site in a lawful manner:

- a) You must ensure that You comply fully with any and all local, national, or international laws and regulations that apply;
- b) You must not use Our site in any way, or for any purpose, that is unlawful or fraudulent; and
- c) You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.
- d) You must not attempt to change or interfere with Our Site, or reverse engineer any part of the site or underlying operating systems or code for any reason.
- e) You must not attempt to alter, delete or inject code, tokens or other articles into the underlying operating systems, code or assets of Our Site for any reason.

14.3 If You fail to comply with the provisions of this Part 14, You will be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

- a) Suspend or terminate your right to use Our Site;
- b) Issue You with a written warning;
- c) Take legal proceedings against You for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- d) Take further legal action against you, as appropriate;
- e) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- f) Any other actions which We deem reasonably appropriate (and lawful).

14.4 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 14.3) in response to your breach.

15. **How We Use Your Personal Information**

15.1 We will only use your personal information as set out in Our Privacy Policy, available from bentleystudios.co.uk/#privacy-policy and Our Cookie Policy, available from bentleystudios.co.uk/#cookie-policy.

15.2 Our Site provides You the ability to update Your cookie and privacy preferences at any time. The link to access this service is displayed at the end of the home

page of Our Site.

16. **Communications from Us**

- 16.1 If We have your contact details, We may send You important notices by email from time to time. Such notices may relate to matters including, but not limited to, changes to Our Site or to these Terms and Conditions.
- 16.2 We will not send You marketing emails without your express consent. If You do consent to marketing, You may opt out at any time. All marketing emails from Us include an unsubscribe link. If You opt out of emails from Us, it may take up to 30 days for your request to take effect and You may continue to receive emails during that time.
- 16.3 For questions or complaints about communications from Us, please contact Us using the details above in Part 3.

17. **Law and Jurisdiction**

- 17.1 These Terms and Conditions, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 17.2 If You are a consumer, You will benefit from any mandatory provisions of the law in your country of residence. Nothing in Part 17.1 takes away from or reduces your legal rights as a consumer.
- 17.3 If You are a consumer, any dispute, controversy, proceedings, or claim between You and Us relating to these Terms and Conditions or to the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 17.4 If You are a business user, any dispute, controversy, proceedings, or claim between You and Us relating to these Terms and Conditions or to the relationship between You and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18. **Severance**

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.