PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

What's in these terms?

These terms tell you the rules for using our website www.petercoatesfoundation.org (Website).

Who we are and how to contact us

Peter Coates Foundation is a private limited company by guarantee and is registered in England and Wales under company registration number 13738665 and whose registered office is at 41 Eastgate Street, Stafford, Staffordshire, United Kingdom ST16 2LY.

Our designated management partner, SORBUS, operate this Website on our behalf.

You can contact us by telephoning 01785 503010 or by writing to us by post at 41 Eastgate Street, Stafford, Staffordshire, United Kingdom ST16 2LY or by emailing us at admin@tpcf.org. Alternatively, you may contact us by completing the 'Contact us' form on this Website.

By using this Website, you accept these terms

By using this Website, 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, you must not use this Website.

We recommend that you print a copy of these terms for future reference.

We may prevent or suspend your access to this Website if you do not comply with these terms or any applicable law.

There are other terms that may apply to you

The following additional terms, apply to your use of this Website:

- Our Privacy Policy. We will only use your personal information as set out in our Privacy Policy. Please ensure that you have read this policy and are familiar with its terms; and
- Our Cookie Policy, which sets out information about the cookies on this Website.

We may make changes to these terms

We may amend these terms from time to time. Every time you wish to use this Website, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in June 2022.

We may make changes to this Website

We may update and change this Website from time to time to reflect changes to our organisation's or our users' needs. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw this Website

This Website is made available free of charge.

We do not guarantee that this Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of this Website for business and operational reasons. Where possible, we will try to give you reasonable notice of any suspension or withdrawal.

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

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

This Website is only for users in the UK

This Website is directed to people residing in the United Kingdom. We do not represent that content available on or through this Website is appropriate for use or available in other locations.

How you may use material on this Website

We are the owner or the licensee of all intellectual property rights in this Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Save as provided in this section, you are not permitted to use our trademarks and/or any other intellectual property rights without our prior written approval.

You may print off one copy, and may download extracts, of any page(s) from this Website for your personal use or internal business use only and you may draw the attention of others to content posted on this Website.

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 (and that of any identified contributors) as the authors of content on this Website must always be acknowledged.

You must not use any part of the content on this Website for commercial purposes without obtaining a licence to do so from us or our licensors.

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

You agree not to adjust, try to circumvent or delete any notices contained on this Website or in the content published on this Website (including any intellectual property notices).

Do not rely on information on this Website

The content on this Website 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 on the basis of the content on this Website.

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

We are not responsible or liable for third party websites we link to

Where this Website contains links to other sites and resources provided by third parties (such as a link to the Peter Coates MSc in Entrepreneurship course on Staffordshire University's site), these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

• We do not exclude or limit in any way our liability to you where it would be unlawful to do so under applicable law.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to this Website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, this Website; or
 - use of or reliance on any content displayed on this Website.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue (in each case, whether direct, indirect or consequential);
 - business interruption (whether direct, indirect or consequential);
 - loss of anticipated savings (whether direct, indirect or consequential);
 - loss of business opportunity, goodwill or reputation (whether direct, indirect or consequential); or
 - any other indirect or consequential loss or damage.

If you are a consumer user:

• We are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms of use or our negligence, but we are not responsible for any loss or damage that is not foreseeable.

We are not responsible for viruses and you must not introduce them

We do not guarantee that this Website will be secure or free from bugs or viruses.

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

You may only use this Website for lawful purposes.

You must not misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to this Website, the server on which this Website is stored, or any server, computer or database connected to this Website. You must not attack this Website 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 cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this Website will cease immediately.

Rules about linking to this Website

You must not link to the home page of this Website or any other part of the Website except where our express written permission has been given in advance and subject to such conditions as may from time to time be stipulated by us. We reserve the right to withdraw our permission at any time and for any reason.

Further, this Website must not be framed on any other website.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

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