



# Terms of Use



The following agreement, together with the Parkside Payroll Privacy Policy referred to within this Agreement, sets out the terms of use on which you make use of the website at <http://www.parkside-payroll.co.uk>.

Please read this agreement carefully before you start to use the Website. By using the website, you indicate that you accept and agree to abide by this agreement.

**If you do not agree with the terms of this Agreement and the Privacy Policy, please do not use the Website.**

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## Information about us

The Website is owned and operated by Parkside Payroll Ltd, a company limited by shares and registered in England and Wales under company number **9199918**. Our registered office is at 30 Bingham Park Road, Sheffield, South Yorkshire, S11 7BD.

## 1 Use of the Website and the Contract Between Us

1.1 In this Agreement the term “You” means the individual and user of the Website and ‘Your’ shall be construed accordingly.

1.2 The information and any services provided by Parkside Payroll via the website deal generally with issues under English Law and such information or services do not purport to comply with laws and regulations of Scotland, Northern Ireland or any country outside England and Wales.

1.3 You agree to only use the website in accordance with this Agreement and all applicable laws.

## 2 Permitted Use

2.1 You may use the Website for lawful purposes only.

2.2 You agree that the administrator of the Website has the right to remove, edit, move or close any item or activity on the Website at any time should they see fit.

2.3 You may use the information available on the Website as a resource for either voluntary or professional purposes in accordance with this Agreement.

## 3 Prohibited Use

3.1 You may not use the Website:

3.1.1 in any way that breaches any applicable local, national or international law or regulation;

3.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

3.1.3 for the purpose of harming or attempting to harm minors in any way.

3.2 You agree that You will not:

3.2.1 reproduce, duplicate, copy or sell any part of the Website in contravention of this Agreement.

## 4 Intellectual Property Rights

4.1 All copyright and other intellectual property rights in the materials on the Website are owned by Parkside Payroll unless otherwise indicated.

4.2 Where organisations linked to Parkside Payroll have elected to provide their branding and any other intellectual property on any part the Website in agreement with Parkside Payroll they retain

ownership of all such rights.

4.3 You may download, print or copy any material from the Website that You wish, provided it is for Your own personal use and You keep in place all original copyright notices or other intellectual property notices. In such case if the material is not used in its original format the source must always be acknowledged as follows “taken from parkside-payroll.co.uk, a free on-line resource from Parkside Payroll. © 20[insert] [name of copyright holder]”.

4.4 The material on the Website forms part of Parkside Payroll’s portfolio of educational materials. Parkside Payroll actively encourages training providers and other commercial organisations to promote the Website through the use of URL addresses and excerpts in electronic and printed media. Excerpts must be no more than one paragraph from any given page, and not more than five paragraphs in any one commercial instance. You must always credit the material immediately after its use as follows: “Parkside Payroll – [name of copyright holder]”

4.5 Any material reproduced in accordance with this Clause 4 must be reproduced accurately and not used in a misleading context.

4.6 Subject to the terms of this Agreement You may not copy, modify, alter, distribute, publish, sell or otherwise use any material on the Website in whole or in part, unless You have obtained the prior written consent of Parkside Payroll.

4.7 You may not use the material on the Website as part of a training programme or in any way which competes with the Website.

4.8 For the purposes of this Agreement, commercial purposes includes a charity using the information for the purposes of fundraising or providing services which are paid for by the user or a third party, under contract or by grant.

## **5 Limitation on Liability**

5.1 Neither Parkside Payroll nor any linked organisation shall be liable to You or to any other person or entity in any way, whether arising under contract, tort (including negligence) or otherwise, for damages of any kind arising from the use of the Website, including, but not limited to, direct, indirect, incidental, punitive or consequential damages, lost revenue or profits, lost or damaged data or other commercial or economic loss, that result from Your use of, or inability to use, the Website.

5.2 Neither Parkside Payroll nor its linked organisations shall be liable in any way whatsoever for any loss, cost, claim or other damage howsoever caused by any third party including those whose details can be found on the Website or may otherwise be communicated to You by Parkside Payroll.

5.3 If this limitation of liability provision shall be deemed unenforceable, either in whole or in part, then such parts as are unenforceable shall be deleted, the remaining parts shall remain in full force and effect and the liability of Parkside Payroll and any of its linked organisations shall be limited to the greatest extent permitted by law.

5.4 Nothing in this Agreement shall exclude or limit the liability of Parkside Payroll for:

5.4.1 death or personal injury arising from its negligence; or

5.4.2 liability arising from fraud.

## **6 Disclaimer of Warranty**

6.1 Materials posted on the Website are for information only and are not intended to:

6.1.1 amount to advice on which reliance should be placed; or

6.1.2 constitute legal or accounting advice in relation to any of the issues covered.

6.2 Parkside Payroll disclaims all liability and responsibility arising from You or anyone who may be informed of any of the Website’s contents placing any reliance on such materials. Prior to using any of the materials on the site You should consider whether You need to obtain any professional advice such as advice from an appropriately qualified legal advisor.

6.3 Parkside Payroll does not warrant that the Website will operate uninterrupted or error/virus free or that the information on the Website is accurate or complete.

## **7 Links to Other Companies or Organisations**

7.1 The Website provides web-links (and other contact details) to other websites that offer products, services and materials Parkside Payroll thinks will be of interest to You. Some of these websites are operated in conjunction with other companies/organisations and some are operated solely by independent companies/organisations. Parkside Payroll has no control over such websites and resources and accepts no liability for any products, services, materials or information contained on or available through linked websites or otherwise provided by any other company/organisation referred to on the Website. These links are provided purely for Your convenience but Parkside Payroll does not endorse the material on these websites.

7.2 No linked websites are covered by this Agreement, therefore, You should check what terms cover the use of these websites before using them.

7.3 You may only create a link to the Website with Parkside Payroll's prior written permission. Parkside Payroll reserves the right to remove any links to the Website that it deems are inappropriate without notice.

## **8 Data Protection**

8.1 We are permitted to process Your Personal Data (as defined by the Data Protection Act 1998) in accordance with our privacy policy.

## **9 Changes to the Terms of Use Policy**

9.1 From time to time Parkside Payroll may add new features to the Website and enhance the level of service that Parkside Payroll offers to You. This may lead to changes in this Agreement. Any such changes will be notified to You by Parkside Payroll updating this Agreement and Your subsequent use of the Website will be deemed to signify Your acceptance of the changes.

## **10 Waiver**

10.1 No failure or delay by Parkside Payroll to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **11 Third Party Rights**

11.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## **12 Jurisdiction and Law**

12.1 This Agreement is governed by the laws of England.

12.2 The parties irrevocably agree that the courts in England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

12.3 The place of performance shall be England.

**This Agreement was last updated on: 21<sup>st</sup> January 2016**