

## Terms and Conditions

This website is owned by Nicholas King ('I', 'my', or 'me'), trading as Nicholas King Counselling & Psychotherapy.

The following terms apply to you as a visitor to this Website.

### 1. Definitions

'Content'	means the content that is encountered as part of your experience when visiting this Website. It may include, among other things: text, images, sounds, videos and animations.
'IP'	means intellectual property owned by me, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today, together with all rights which are derived from those rights.
'Website'	means any website, webpage or service designed for electronic access that is owned or operated by me.

### 2. Intellectual Property

In respect of my IP, you agree that at all times you will:

- 2.1. not do anything which reduces or might reduce the value of it or which challenges or might challenge my ownership of it;
- 2.2. notify me of any suspected infringement of it;
- 2.3. without my express permission, not:
  - 2.3.1 use, copy or replicate it for use by any other person in any way not intended by me;
  - 2.3.2 make any change to it or any part of it;
  - 2.3.3 publish or store it on any website or cloud storage service, or otherwise allow any other person access to it; and

2.3.4 use it except directly in my interest.

### **3. Disclaimers and limitation of liability**

3.1. I use my reasonable endeavours to confirm the accuracy of any information placed on this Website. However, I make no warranties, whether express or implied in relation to its accuracy or completeness.

3.2. This Website may contain links to other websites over which I have no control of the nature of the content and the availability.

You acknowledge and agree that I shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website or from your buying products or services through such a website.

3.3. The inclusion of any links on this Website does not necessarily imply a recommendation or endorse the views expressed on those to which I link.

3.4. This Website is provided 'as is' and 'as available' without any representation made. I make no warranty as its usefulness to you, its satisfactory quality, its fitness for any purpose, the availability of any function, the compatibility with your devices or software, privacy of any transmission, or security of use.

3.5. You acknowledge that access to this Website may also be interrupted for many reasons beyond my control. Accordingly, I make no warranty that this Website will meet your requirements or that your use of it will be uninterrupted, timely or error-free.

3.6. You agree that I shall not be liable to you in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) for any loss or expense arising out of or in connection with your use of this Website, which is a special, indirect or consequential loss, or an economic loss or other loss of turnover, profits, contracts, business or goodwill.

This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or I knew you might incur it.