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Intellectual property and acceptable use

1. All content included on the website, unless uploaded by users, is the property of CaringLink-Telecare Alarms, our affiliates or other relevant third parties. In these terms and conditions, content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this website, including any such content uploaded by users. By continuing to use the website you acknowledge that such content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, log or service mark displayed on the site without CaringLink-Telecare Alarms' prior written permission.
2. You may, for your own personal, non-commercial use only, do the following:
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3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any content without the written permission of CaringLink-Telecare Alarms.
4. You acknowledge that you are responsible for any content you may submit via the website, including the legality, reliability, appropriateness, originality and copyright of any such content. You may not upload to, distribute or otherwise publish through the website any content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable: (ii) may constitute or encourage a criminal offence,

violate the rights of any party or otherwise give rise to liability or violate any law: or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of “spam”. You may not use a false email address or other identifying information, impersonate any person or entity or mislead as to the origin of any content. You may not upload any commercial content to the website.

5. You represent and warrant that you own or otherwise control all the rights to the content you post: that the content is accurate; the use of the content you supply does not violate any provision of the terms and conditions and will not cause injury to any person; and that you will indemnify CaringLink-Telecare Alarms for all claims resulting from content you supply.

Prohibited use

6. You may not use the website for any of the following purposes:
 - a. in any way which causes, or may cause, damage to the website or interferes with any other person’s use or enjoyment of the website;
 - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - c. making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

Registration

7. You must ensure that the details provided by you on registration or at any time are correct and complete.
8. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
9. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
10. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the website. Cancellation or suspension of your registration does not affect any statutory rights.

Privacy Policy and Cookies Policy

11. Use of this website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. Both the Privacy Policy and Cookies Policy can be view separately on this website.

Availability of the website and disclaimers

12. Any online facilities, tools, services or information that CaringLink-Telecare Alarms makes available through the website is provided “as is” and on an “as available” basis. We give no warranty that the service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. CaringLink-Telecare Alarms is under no obligation to update information on this website.
13. Whilst CaringLink-Telecare Alarms uses reasonable endeavours to ensure that the website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all users take responsibility for their own security., that of their personal details and their computers.
14. CaringLink-Telecare Alarms accepts no liability for any disruption or non-availability of the website.
15. CaringLink-Telecare Alarms reserves the right to alter, suspend or discontinue any part (or the whole of) the website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the website unless it is expressly stated otherwise.

Limitations of liability

16. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude our or your liability in any way that is not permitted under applicable law.
17. We will not be liable for you in respect for any losses arising out of events beyond our reasonable control.
18. To the maximum extent permitted by law, CaringLink-Telecare Alarms accepts no liability for any of the following:

- a. Any business losses, such as loss of profits, income, revenue, anticipate savings, business, contracts, goodwill or commercial opportunities;
- b. Loss or corruption of any data, database or software;
- c. Any special, indirect or consequential loss or damage.

General

19. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
20. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
21. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
22. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
23. If any court or competent finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or enforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
24. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
25. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

CaringLink-Telecare Alarms details

26. CaringLink-Telecare Alarms of 21 Bettina Crescent, Banbury, Oxon, OX16 1FH operates the website www.caringlink.co.uk

You can contact CaringLink-Telecare Alarms by telephone on *01295 521057* or by email on *contactus@caringlink.co.uk*