

# Lungfish Architects Limited

## Terms and Conditions

Last Update: 18 July 2018

Welcome to Lungfish Architects Limited (“the Company”), and website [www.lungfish-architects.co.uk](http://www.lungfish-architects.co.uk) (the “Site”). By using the Site, you agree to be bound by the following terms and all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. In addition, you agree to indemnify the Company against any and all claims by third-parties arising out of your use of the Site in violation of these Legal Terms and Conditions of Use. If you do not agree to these Legal Terms and Conditions of Use, you are not permitted to use the Site.

### **Other applicable terms and conditions**

These Legal Terms and Conditions of Use refer to the following additional terms, which also apply to your use of the Site:

**Our Privacy Policy** which can be found in the footer of the Site. See further under heading “Personal Information”.

**Our Cookie Policy** which can be found in the footer of the Site and which sets out information about the cookies on the Site.

### **Limited license**

You should assume that everything that you read or see on the Site (“the Materials”) is copyrighted or otherwise protected and owned by the Company or some third-party who licensed to the Company the right to use such material. Unless otherwise expressly noted, nothing that you read or see on the Site may be copied or used except as provided in these Terms and Conditions or with the prior written approval of the Company. In particular, you must not;

- Use the Materials for any commercial purpose, or for any public display (commercial or non-commercial);
- Remove any copyright, or other proprietary notations from the Materials; or
- Transfer the Materials to another person or “mirror” the Materials on any other server.

We make no warranties or representations to you that your use of any of the Materials displayed on the Site will not infringe the rights of third-parties.

### **Restrictions on use of materials on the site**

All the Materials on the Site, including all files, images, text, software, and data, are the property of the Company. If you are a Company, Local Authority or other corporate body, you may not re-use them. If you are a private individual, the Materials are licensed to you for your personal, non-commercial use. You may download, print, or view these materials on your personal computer, provided you do not delete or change any of the information, including copyright and trademark notices. You may not modify, reverse-engineer,



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### **Third-party websites**

The Site may provide links and pointers to Internet sites maintained by others ("third-party sites"). The Company has not reviewed all of the third-party sites linked to the Site and is not responsible for the content of or any products or services offered in such third-party sites.

### **Submitted information**

If you submit any information to us, including any comments, remarks, suggestions, ideas, notes, drawings, graphics, concepts or other information, you are giving that information, and all your rights in it, to the Company free of charge, and that information will be treated as non-confidential and non-proprietary and may be used by the Company for any purpose, without your consent or any compensation to you or anyone else. This is true whether you submit such information to us by e-mail, through a form on the Site, on a bulletin board, or in any other manner. The Company may from time to time monitor, review and, in its sole discretion, modify or delete any postings you make on the Site. However, the Company is not obligated to do so.

Please do not submit or transmit any material that is unlawful, threatening, libellous, defamatory, obscene, pornographic, profane, or might in any other way violate any law. You are solely responsible for any material you submit to us.

Through your usage of the Site, you may submit and/or the Company may gather certain limited information about you and your web site usage. The Company is free to use such information for any purpose it deems appropriate, including marketing purposes.

### **Disclaimer and limitation of liability**

The success of the products advertised and sold through this website depends on the buyer's adherence to detailed and specific instructions. Accordingly, all material on the Site and all services obtained through the Site are provided "as is" and without warranties or guarantees of any kind, either express or implied, including implied warranties of merchantability and fitness for a particular purpose. The Company makes no representations or warranties about the accuracy, completeness, or suitability of any of the material on this site, or on any site or sites "linked" to the Site. The Company makes no warranty that the Site will be available, uninterrupted, error-free, or free of viruses or other harmful components.

Your sole and exclusive remedy for any loss or damages shall be, replacement of service in kind and quantity. In any case, the Company's liability to you for all losses, damages, injuries, and claims of every kind (whether in contract, negligence, tort, or otherwise) will not be greater than the amount you paid for any products. To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall the Company be liable for any incidental, special or consequential damages resulting from the use or the inability to use the Site or the purchase and/or use of our product.

## **Trademarks, trade names, and service marks**

Unless otherwise indicated, all logos, names, package designs, and marks on the Site are trademarks or service marks owned or used under license by the Company. The use or misuse of any of these marks or other information is strictly prohibited.

## **Personal information**

We will only use your personal information as set out in our Privacy Notice which can be found in the footer of the Site.

## **Modification and termination of this agreement**

The Company may modify these terms and conditions at any time without notice to you. The Company may terminate this agreement at any time, without notice to you, if it believes, in its sole judgment, that you have breached or may breach any term or condition of this agreement, or it may terminate this agreement for its convenience.

You may terminate this agreement at any time by destroying all materials received from the Site and ceasing to use the Site.

## **Governing law**

These Legal Terms and Conditions of Use shall be governed by English law.

## **Terms and conditions of sale**

All sales transactions conducted through the Site are subject to the Company's Terms and Conditions.

## **Miscellaneous terms**

Our failure to strictly enforce any right against you shall not constitute a waiver thereof. If any provision of these Legal Terms and Conditions of Use is deemed invalid, illegal, or unenforceable such provision will be deemed amended to conform to the applicable laws and the remainder of the Legal Terms and Conditions of Use shall remain in full force and effect. This represents the full understanding of the parties with respect to the subject matter hereof.

## **Contact**

Any questions may be directed to:

The Data Protection Officer  
Lungfish Architects Limited  
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