



Terms of use

Please read these Terms of Use carefully and make sure you understand them before using this website as they (together with the documents referred to in them) apply directly to your use of this website www.toob.co.uk (this "**Website**") and tell you the terms of use on which you may make use of this Website. Use of this Website includes accessing and browsing this Website. By accessing this Website, you agree to be bound by all of the following Terms of Use.

toob recommends that you print a copy of these Terms of Use or save them to your device for future reference.

If you do not accept these Terms of Use and do not intend to be bound by them, you may not use this Website and should exit immediately.

These Terms of Use are only in the English language.

This Website is operated by toob Limited ("**toob**") (registered in England and Wales under company number 11051348) whose registered office is at Building 4000, Lakeside North Harbour Western Road, Portsmouth, England, PO6 3EN.

toob reserves the right in its absolute discretion, without reason and without liability to suspend or block you from this Website with immediate effect and without notice.

1. Other Applicable Terms

These Terms of Use refer to the following additional terms, which also apply to your use of this Website:

toob's Privacy Policy, which sets out the terms on which toob processes any personal data toob collects from you, or that you provide to toob. By using this Website, you consent to such processing and you warrant that all data provided by you is accurate.

toob's Cookie Policy, which sets out information about the cookies on this Website.

2. UK Use

Use of this Website is intended for residents of the United Kingdom only. toob makes no representation that any of the information contained within this Website is available or appropriate for use in any other country or jurisdictions.

3. Availability of this Website

This Website is made available free of charge. toob does not guarantee that this Website, or any content on it, will always be available or be uninterrupted. Access to this Website is permitted on a temporary basis. toob may suspend, withdraw, discontinue or change all or any part of this website without notice. toob will not be liable to you if for any reason this Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to this Website. You are responsible for the payment of the fees charged by your current internet service provider.

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 that they comply with them.

4. Changes to this Website

toob may update this Website from time to time, and may change the content at any time, without liability. However, please note that any of the content on this Website may be out of date at any given time, and toob is under no obligation to update it.

toob does not guarantee that this Website, or any content on it, will be free from errors or omissions.

5. Indemnity from you in favour of toob

To the fullest extent permitted by law and without prejudice to any other rights available to toob, you hereby agree to indemnify toob fully and without limit for any losses, costs, expenses or damages (including amounts paid in settlement, out of pocket expenses, interest, penalties, sanctions and all legal and other professional costs and expenses) incurred by or suffered by toob in relation to or as a result of any breach by you of any of these Terms of Use.

6. toob's limitation of liability

Nothing in these Terms of Use excludes or limits toob's liability for death or personal injury arising from its negligence, or toob's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, toob excludes all conditions, warranties, representations or other terms which may apply to this Website or any content on it, whether express or implied.

Whilst toob takes reasonable care in the preparation of this Website it is not liable for any errors or omissions. You acknowledge that you are solely responsible for the use to which you put this Website and all results and information you obtain from it. toob will not be liable to any user 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.

If you are a business user, please note that in particular, toob will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that toob only provides this website for domestic and private use. You agree not to use this website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

toob will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any content on it, or on any website linked to it.

7. No Reliance on Information

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

8. Events Outside toob's control

toob will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms of Use that is caused by an Event Outside toob's Control (as defined below).

An "Event Outside toob's Control" means any act or event beyond toob's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or similar events, natural disasters or extreme adverse weather conditions, or failure of public or private telecommunications networks.

If an Event Outside toob's Control takes place that affects the performance of toob's obligations under these Terms of Use, toob's obligations under these Terms of Use will be suspended and the time for performance of toob's obligations will be extended for the duration of the Event Outside toob's Control.

If such an event occurs and affects toob's performance of our obligations under these Terms of Use, they will be suspended or delayed accordingly.

9. Changes to Terms of Use

toob reserves the right to update these Terms of Use from time to time without notice to you. All such updates are effective as soon as they appear on this Website and your continuing use after such an update will signify your agreement to be bound by these Terms of Use. Please check this page from time to time to take notice of any changes toob has made, as they are binding on you. These Terms of Use were updated on 3rd May 2019.

10. General

These Terms of Use and all other agreements and documents referred to in and incorporated into them represent the entire agreement between toob and you for use of this Website and supersede all prior agreements in relation to this Website.

If you are a consumer, please note that these Terms of Use, its subject matter and its formation, are governed by the laws of England and Wales. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, 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 formation (and any non-contractual disputes or claims) shall be governed and construed according to the laws of England and you submit to the exclusive jurisdiction of the English Courts in the event of dispute (including any non-contractual disputes or claims).

The failure to exercise or delay in exercising a right or remedy provided by these Terms of Use or by law does not:

- constitute a waiver of the right or remedy, or
- a waiver of other rights or remedies.

You shall do (or procure to be done) all such further acts and things and execute (or procure the execution) of all such other documents as may be from time to time required for the purpose of giving full effect to the provisions of these Terms of Use.

If any provision of these Terms of Use shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms of Use that shall remain in full force and effect.

You shall not transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms of Use.

toob may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms of Use.

Nothing in these Terms of Use is intended to, or shall operate to:

- create a partnership between you and toob, or
- authorise either you or toob to act as agent for the other, and
- neither you nor toob shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

11. Third Party Rights

These Terms of Use are between you and toob. No other person shall have any rights to enforce any of its terms.

12. Trademarks

For the purpose of these Terms of Use the 'toob' logo is a UK registered trademark of toob. All rights are expressly reserved. toob may also claim rights in other trademarks, service marks, logos and icons contained on this Website.

13. Intellectual Property

For the purposes of these Terms of Use, all intellectual property rights (including copyright) in the whole of this Website and the material published on this Website belong, or is licensed to toob or its licensors, as the case may be, unless otherwise indicated, and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form by any person without the prior written consent of toob.

The works included in and on this Website are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from this Website for your personal use and you may draw the attention of others within your organisation 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.

toob's 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 toob or its 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 toob's option, return or destroy any copies of the materials you have made.

14. Uploading Content to this Website

Whenever you make use of a feature that allows you to upload content to this Website, you must comply with toob's Acceptable Use Policy set out in paragraphs 19.1 and 19.2 of these Terms of Use subject to paragraph 19.4 ("Acceptable Use Policy").

You warrant that any such contribution does comply with the Acceptable Use Policy, and you will be liable to toob and indemnify it for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage toob suffers as a result of your breach of warranty.

Any content you upload to this Website will be considered non-confidential and non-proprietary, and toob and other users of this Website have the right to use, store, copy, distribute and disclose to third parties any such content for any purpose.

toob also has the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to this Website constitutes a violation of their intellectual property rights, or of their right to privacy.

toob will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of this Website.

Without prejudice to any other right or remedy it may have, toob has the right to remove (at any time) any posting you make (or is made on your behalf on this Website if, in toob's opinion, the relevant post does not fully comply with the provisions set out in the Acceptable Use Policy.

The views expressed by other users on this Website do not necessarily represent toob's views.

15. Viruses

toob does 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 in order to access this Website. You should use your own virus protection software.

You must not misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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 may commit a criminal offence under the Computer Misuse Act 1990. toob will report any such breach to the relevant law enforcement authorities and it will co-operate 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.

16. Linking to this Website

You may not establish, create and/or provide a link to this Website from any other website, nor may you reproduce or store any part of this Website on any other website without first obtaining toob's, and (as appropriate) the other website owner's or other relevant third parties, prior written consent.

17. Links to Third Party Websites

This Website may also contain hypertext links to websites operated by third parties. The responsibility for the operation and content of those websites shall rest solely with the organisation identified as controlling the relevant third-party website and will be governed by separate terms and conditions. toob assumes no responsibility for the content of websites linked to this

Website. Links are provided for convenience only and inclusion of any link does not imply endorsement by toob in any way of the third-party website to which it links. toob accepts no responsibility whatsoever for the contents of any website accessed by a link that toob supplies and toob will not be liable for any loss or damage that may arise from your use of them.

18. Contact toob

Should you have any comments or questions in relation to this Website or should you wish to contact toob for any other reason please forward these by email to enquiries@toob.co.uk.

If any difficulties are experienced in gaining access to any part of the Website, please contact toob by email at enquiries@toob.co.uk.

19. Acceptable Use Policy

This Acceptable Use Policy sets out the terms between you and toob under which you may access this Website. This Acceptable Use Policy applies to all users of, and visitors to this Website.

Your use of this Website means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy.

19.1. Prohibited uses

You may use this Website only for lawful purposes. You may not use this Website:

- in any way that breaches any applicable local, national or international law or regulation (including but not limited to the Data Protection Act 2018);
- if you do not have the capacity to enter into binding contracts;
- if, being an individual, you are not at least 18 years old and have not obtained the age of majority in the state or country in which you live;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with toob's content standards set out in paragraph 19.2 of these Terms of Use;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate copy or re-sell any part of this Website in contravention of the provisions of these Terms of Use.
- not to access without authority, interfere with, damage or disrupt:
 - any part of this Website;
 - any equipment or network on which this Website is stored;
 - any software used in the provision of this Website; or
 - any equipment or network or software owned or used by any third party.

19.2. Content standards

These content standards ("Content Standards") apply to any and all material which you contribute to this Website ("Contributions"), and to any interactive services associated with it.

You must fully comply with the Content Standards. The Content Standards apply to any and all of any Contribution.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions);
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination of any nature (including discrimination based on race, sex, religion, nationality, disability, sexual orientation or age);
- infringe any copyright, database right or trademark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from toob, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright or other intellectual property rights infringement or computer misuse.

19.3. Suspension and termination

Without prejudice to the foregoing, toob will determine, in its discretion, whether there has been a breach of these Terms of Use through your use of this Website. When a breach of these Terms of Use has occurred, toob may take such action as it deems appropriate.

For the avoidance of doubt, failure to comply with the Acceptable Use Policy constitutes a material breach of these Terms of Use upon which you are permitted to use this Website, and may result in toob's taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use this Website;
- immediate, temporary or permanent removal of any posting or material uploaded by you to this Website;

- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as toob reasonably feels is necessary.

toob excludes all liability for actions taken in response to breaches of the Acceptable Use Policy. The responses described in the Acceptable Use Policy are not limited, and toob may take any other action it reasonably deems appropriate.

19.4. Changes to the Acceptable Use Policy

toob may amend the Acceptable Use Policy at any time without any liability and without notice to you. All such amendments are effective as soon as they appear on this Website and your continuing use after such an amendment will signify your agreement to be bound by such terms and conditions. You should check this page from time to time to take notice of any changes made, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on this Website.