

Website Terms and Conditions

Updated September 2023

ABOUT US

The Black and White Agency is a marketing and communications agency based in the UK.

Our Site, www.theblackandwhiteagency.com is owned and operated by DES Communications Limited trading as The Black and White Agency, a limited company registered in England under 05016519, whose registered address is DES Communications Limited, 109 Silverdale Avenue, Walton-On-Thames, Surrey, KT12 1EH, UK and whose main trading address is Markham House, 20 Broad Street, Wokingham, Berkshire RG40 1AH, UK. Our VAT number is 834 0471 46

INTRODUCTION

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.theblackandwhiteagency.com ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them before you use the website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

DEFINITIONS AND INTERPRETATIONS

In these Website Terms and Conditions (the "Terms and Conditions"), unless the context otherwise requires, the following expressions have the following meanings:

"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
"We/Us/Our"	means DES Communications Limited trading as The Black and White Agency, a company registered in England under 05016519 whose registered address is DES Communications Limited, 109 Silverdale Avenue, Walton-On-Thames, Surrey, KT12 1EH, UK and whose main trading address is Markham House, 20 Broad Street, Wokingham, Berkshire RG40 1AH, UK.

1. ACCESS TO OUR SITE

- 1.1. Access to Our Site is free of charge.
- 1.2. Visitors under the age of 18 years should seek permission from a parent or guardian before providing us with any information.
- 1.3. (b) It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 1.4. (c) Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

2. CHANGES TO OUR WEBSITE

- 2.1. From time to time we may update the website and the content may change at a time that we choose.
- 2.2. If any content on the website is out of date, we have no obligation to change or update it.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 3.2. Subject to sub-Clauses 3.3 and 3.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 3.3. You may:
 - 3.3.1.1. Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 3.3.1.2. Download Our Site (or any part of it) for caching;
 - 3.3.1.3. Print one copy of any pages from Our Site;
 - 3.3.1.4. Save pages from Our Site for later and/or offline viewing.
- 3.4. Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 3.5. You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.
- 3.6. Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

4. TRADEMARKS

- 4.1. Our logo is a trademark belonging to us. We give no permission for the use of this trademark, and such use may constitute an infringement of our rights.

- 4.2. The other registered and unregistered trademarks or service marks on our website are the property of their respective owners. All third-party trademarks are acknowledged and are respected. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

5. LINKS TO OUR SITE

- 5.1. You **may** link to our site provided that:
- 5.1.1. You only link to the home page of Our site;
 - 5.1.2. You do so in a fair and legal manner;
 - 5.1.3. You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 5.1.4. You do not use any logos, trademarks, images or copy displayed on Our Site without Our express written permission; and
 - 5.1.5. You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 5.2. You **may not** link to our site from any other site the main content of which contains material that:
- 5.2.1. is sexually explicit;
 - 5.2.2. is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 5.2.3. promotes violence;
 - 5.2.4. promotes or assists in any form of unlawful activity;
 - 5.2.5. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 5.2.6. is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 5.2.7. is calculated or is otherwise likely to deceive another person;
 - 5.2.8. is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 5.2.9. misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.4);
 - 5.2.10. implies any form of affiliation with Us where none exists;
 - 5.2.11. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks, and database rights) of any other party; or
 - 5.2.12. is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 5.3. If you are unsure, please contact us using the following email address: info@theblackandwhiteagency.com

6. LINKS TO OTHER SITES / THIRD PARTY SITES

- 6.1. Our website may include hyperlinks to other websites owned and operated by third parties. Unless expressly stated these sites are not under our control and these links are for information only and are not recommendations or endorsement. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. You should check the terms and conditions and privacy policy for each site you visit and ensure that you are happy to proceed before viewing the site.

7. DISCLAIMERS

- 7.1. Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to marketing communications activity.
- 7.2. As far as is permitted by law, we make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 7.3. We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

8. INDEMNITY

- 8.1. You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

9. OUR LIABILITY / LIMITATIONS OF LIABILITY

- 9.1. To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
- 9.2. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 9.3. If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 9.4. We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.

- 9.5. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 9.6. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

10. VIRUSES, MALWARE AND SECURITY

- 10.1. We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 10.2. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 10.3. You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 10.4. You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 10.5. By breaching the provisions of sub-Clauses 10.3 and 10.4 you may be committing a criminal offence under the Computer Misuse Act 1990. All such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

11. ACCEPTABLE USE POLICY

- 11.1. You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 11.2. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- 11.3. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.
- 11.4. You must not use our website to transmit or send unsolicited commercial communications. You must not use our website for any purposes related to marketing without our express written consent.

12. CHANGES TO THESE TERMS AND CONDITIONS

- 12.1. We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 12.2. In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

13. COMMUNICATIONS FROM US

- 13.1. If you complete the enquiry form on our site providing your contact details, we may from time to time send you relevant marketing communications and important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.
- 13.2. We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing communications sent by Us include an unsubscribe link or instruction as to how you may unsubscribe. If you opt out of receiving communications from Us at any time, it may take up to 30 business days for Us to comply with your request. During that time, you may continue to receive communications from Us.
- 13.3. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at info@theblackandwhiteagency.com or by using any of the methods provided on our website

14. DATA PROTECTION

- 14.1. Use of our site is also governed by Our [Privacy Policy available here](#)
- 14.2. Any and all personal information that We may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.
- 14.3. We may use your personal information to:
 - 14.3.1.1. Reply to any communications you send to Us;
 - 14.3.1.2. Send you important notices, as detailed in Clause 13
 - 14.3.1.3. Send you relevant marketing communications, as detailed in Clause 13
- 14.4. We will not pass on your personal information to any third parties without your express consent.

15. LAW AND JURISDICTION

- 15.1. These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 15.2. If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the [non] exclusive jurisdiction of the courts of England & Wales

16. CONTACTING US

If you have any questions in relation to these terms and conditions or our website, please email Us at info@theblackandwhiteagency.com or by using any of the methods provided on our website