



McGovern Assessments - Booking Terms and Conditions

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, mcgovernassessments.co.uk ("Our Site").

Please read these Terms and Conditions carefully and ensure that you understand them. 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.

1. Definitions and Interpretation

1.1 In these 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 McGovern Assessments Ltd.

2. Information About Us

2.1 Our Site, mcgovernassessments.co.uk, is owned and operated by McGovern Assessments Ltd.

3. Access to Our Site

3.1 Access to Our Site is free of charge. 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site. 3.3 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.

4. Intellectual Property Rights

4.1 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.

4.2 Subject to sub-Clauses 4.3 [and 4.6] 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.

4.3 You may:

- 4.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
- 4.3.2 Download Our Site (or any part of it) for caching;
- 4.3.3 Print one copy of any pages from Our Site;
- 4.3.4 Download extracts from pages on Our Site; and
- 4.3.5 Save pages from Our Site for later and/or offline viewing.

4.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

4.5 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).

4.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988.

5. Links to Our Site

5.1 You may link to Our Site provided that:

- 5.1.1 You do so in a fair and legal manner;
- 5.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
- 5.1.3 You do not use any logos or trade marks displayed on Our Site without Our express written permission; and
- 5.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 5.1.5 You do not infringe, or assist in the infringement of, the intellectual property rights of any other party;
- 5.1.6 You do not make links in breach of any legal duty owed to a third party.

6. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

7. Disclaimers

7.1 Nothing on Our Site constitutes advice on which you should rely. 7.2 Insofar 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, 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. 7.4 No part of Our Site is intended to constitute a contractual offer. 7.5 Pricing information may change at any time. 7.6 Variations or errors may occur. 7.7 We make no guarantee that services shown on Our Site will be available.

8. Our Liability

8.1 To the fullest extent permissible by law, We accept no liability for loss or damage arising out of your use of Our Site. 8.2 We exclude all representations, warranties, and guarantees that may apply to Our Site or its Content. 8.3 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;
- any indirect or consequential loss or damage.

8.4 We exercise reasonable care to ensure Our Site is free from malware. 8.5 We are not liable for disruptions caused by external factors. 8.6 Nothing in these Terms and Conditions excludes liability for fraud, negligence causing death or personal injury, or any rights which cannot be excluded by law.

9. Viruses, Malware and Security

9.1 We exercise reasonable skill and care to ensure security. 9.2 You are responsible for your own protection. 9.3 You must not deliberately introduce malware to Our Site. 9.4 You must not attempt to gain unauthorised access. 9.5 You must not attack Our Site. 9.6 Breaches may constitute criminal offences and will be reported.

10. Acceptable Usage Policy

10.1 You may only use Our Site lawfully. 10.2 We reserve the right to suspend or terminate access if you breach these Terms.

11. Privacy and Cookies

Use of Our Site is also governed by Our Privacy and Cookie Policies.

12. Changes to these Terms and Conditions

12.1 We may alter these Terms and Conditions at any time. 12.2 In the event of conflict between versions, the current version shall prevail.

13. Contacting Us

To contact Us, please email info@mcgovernassessments.co.uk or use the details on Our contact page.

14. Communications from Us

14.1 We may send you important notices by email. 14.2 We will never send marketing emails without consent. 14.3 Questions or complaints may be sent to info@mcgovernassessments.co.uk

15. Data Protection

15.1 We comply with the Data Protection Act 1998.

15.2 We may use your personal information to:

- Reply to communications.
- Send you important notices.

15.3 We will not pass on your personal information to third parties.

16. Law and Jurisdiction

16.1 These Terms shall be governed by the law of England & Wales. 16.2 If you are a consumer, you retain rights under your local laws. 16.3 Consumer disputes may be brought in the courts of England, Wales, Scotland, or Northern Ireland. 16.4 Business disputes are subject to the exclusive jurisdiction of the courts of England & Wales.