



Headtorch

Website Terms and Conditions

**Vanguard Works Ltd
t/a Headtorch**

Headtorch™
WORKS

Introduction

At Vanguard Works Ltd t/a Headtorch we pride ourselves on our commitment to providing you with the best user experience on our website. These Terms and Conditions of use are to ensure that we can maintain this standard of service by providing you with clear guidance on what constitutes unacceptable use of our website.

Terms and Conditions of Use of Website

This Website is owned and operated by Vanguard Works Ltd t/a Headtorch, a company registered in Scotland with Company Registration Number SC526035 and having its registered address at Studio 107, South Block, 60 Osborne Street, Glasgow G1 5QH (the “**Company**”).

Acceptance Of This Agreement

Your access to and use of the Website is exclusively governed by these Terms and Conditions. You will not use the Website for any purpose which is either unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting these terms and conditions. If you do not accept these Terms and Conditions you must immediately stop using the Website.

The Company may at its sole discretion restrict or terminate your use of the Website without notice in the event of breach of this Agreement.

Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

Advice and Recommendation

The contents of the Website do not constitute advice or recommendations and should not be relied upon in making or refraining from making any decision.

Changes to Website, Software, and Services

The Company reserves the right to, and shall not be liable to you for, any:

1. change or removal (temporarily or permanently) of the Website or any part of it without notice;
2. change, removal, or discontinuance of any product, software, service, promotion or pricing as advertised on this Website at any time without notice;
3. change, removal or discontinuance of any promotional discount codes at any time with notice;
4. changes to this Agreement at any time and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

Vanguard Works Ltd t/a Headtorch
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South Block
60 Osborne Street
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info@headtorch.org
www.headtorch.org
t: 0141 255 2909

Registered in Scotland: SC526035

Intellectual Property

For these purposes "Intellectual Property Rights" or "IPR" means any and all intellectual property or industrial rights of any description anywhere in the world including without limitation to the foregoing generality any patents, trademarks, domain names, registered designs, copyright (including without limitation to the foregoing generality rights in computer software, object and source code), rights in the nature of copyright, database rights, unregistered design rights, rights in and to trade names, business names, domain names, product names and logos, trade secrets, and any analogous or similar right in any jurisdiction (whether any such rights referred to in this definition are registered, unregistered, registrable or not) and any applications or rights to apply for registration of any of them together with any registered rights resulting from any such applications or rights to apply for registration.

The Intellectual Property Rights in this website and the materials on or accessible via it belong to the Company or its licensors. This website and the materials on or accessible via it and the Intellectual Property Rights therein may not be copied, distributed, published, licensed, used or reproduced in any way save to the extent strictly necessary for and for the purposes of accessing and using this website.

You hereby assign to Vanguard Works Ltd t/a Headtorch absolutely (including where appropriate by way of present assignment of future copyright), all right, title and interest in any and all intellectual property created on this website in the course of participating in Headtorch WORKS.

You warrant and undertake that all relevant members of your staff, representatives, employees, agents and consultants (as appropriate) will have waived any moral rights which they may have to any IPR generated.

The Company name and logo(s) are trademarks which belong to the Company and may not be used, copied or reproduced in any way without written consent from the Company and only then for so long as consent is given.

Indemnity

You agree to indemnify and hold the Company and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Company arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

Limitation Of Liability

The Website is provided on an "AS AVAILABLE" and "AS IS" basis without any representation or endorsement made and without warranty of any kind whether express or implied including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, the Company will not be liable for any indirect or consequential loss or damage whatever, including without limitation loss of business, opportunity, data or profits arising out of or in connection with the use of the Website.

The Company makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects or omissions will be corrected or that the Website or the server(s) that make it available are free from viruses, malware or anything else which may be harmful or destructive.

Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of the Company for death or personal injury as a result of the negligence of the Company or that of its employees or agents.

Links to Third Party Websites

The Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that the Company is not responsible for the content or availability of any such sites.

Waiver

The failure at any time to enforce any provision of this Agreement shall in no way affect the Company's rights to require complete performance by you nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself.

Applicable Law and Dispute

These terms and conditions shall be governed and construed in accordance with Scottish law and the parties shall submit to the non-exclusive jurisdiction of the Scottish courts.

Contact Us

If you have any questions about this privacy policy, please contact us by:

- (a) email to: info@headtorch.org
- (b) post to: Vanguard Works Ltd t/a Headtorch, Studio 107, South Block, 60 Osborne Street, Glasgow G1 5QH
- (c) telephone to: +44 (0)141 255 2909