

WEBSITE TERMS OF USE

These terms contain the rules for using our website <https://www.vibrantenergymatters.co.uk/> together with any related applications or platforms (“Site”).

The Site is owned by Vibrant Energy Matters Limited, a company registered at Companies House with number 06755736.

By continuing to use the Site you accept that you have read and agree to be bound by these Terms. If you do not agree to (or cannot comply with) any of the below terms and conditions, please do not continue to access and use the Site.

1. Use of this Site

1.1 This Site is for personal use only and you understand and agree that your use of the Site is at your own risk.

1.2 Any information given may not be complete or accurate and may not be up to date. All information given is for general guidance only and should not be acted upon without first seeking professional advice.

1.3 It is your responsibility to ensure that you do not introduce any virus, Trojan horse, worm or any other items of a destructive nature to the Site. We will not be liable for any damage that results from you accessing the Site (including damage to any software or systems you use to access the Site).

1.4 You are solely responsible for any costs that you may incur in accessing this Site.

1.5 You agree to use this Site in a lawful manner and we reserve the right to remove your access if you act in a malicious, offensive or unlawful way.

1.6 Some of our products or services will require you to create an account. If you choose to create an account, or you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You will ensure that your account will not be used by any third party. You will be responsible for all activity that occurs or that is submitted on your account under your log in details.

2. Accessing our Site

2.1 You are permitted to access our Site on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period.

2.2 From time to time, we may restrict access to some parts of our Site, or to our entire Site. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time for business or operational reasons or if, in our reasonable opinion, you have failed to comply with any of the provisions of these terms.

2.3 We shall not be liable to you for the failure of any equipment, software or transmission link and will not be liable to you as a result of any down-time which may occur upon the Site.

2.4 The Site is provided “as is” and you acknowledge that despite our reasonable endeavours the Site may contain bugs, errors and other problems (including, but not by way of limitation) infection by viruses (despite anti-virus protections which may be incorporated) or anything else which may cause contamination or destruction of any sort that may cause system failures.

2.5 We reserve the right to modify the Site, or any part thereof, or to discontinue the site temporarily or permanently without notice to you and without any liability to you or to any third party.

3. Information on the Site

3.1. Despite our best efforts, some of the information on our Site may be incorrect. Unless we expressly state to the contrary, all information provided on the Site is not to be taken as financial or other professional advice and you must not rely on it as being such. We shall not be responsible to you for damages or otherwise in respect of any error made in any content, online resource or other written materials.

3.2 You may only use the Site for the purposes referred to in these terms and not access the Site or use information gathered from it to send unsolicited e-mails or other communications.

3.3 Our Site is directed to people residing in the United Kingdom. We do not represent that content available on or through our Site is appropriate for use or available in other locations.

3.4 Unless we expressly state to the contrary, the content, and the products or services that we provide on our Site (including, but not limited to guides, reports and resources provided by third parties such as calculators) are provided for general information only. They are 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 our Site.

4. Third Party websites

4.1. Links to any third party websites from the Site are provided solely for your convenience. If you use these links, you leave the Site and we do not control and are not responsible for any third party websites or their content or availability. We do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. You agree that any use of such third party site may be subject to your acceptance of the third party’s terms and conditions.

5. Intellectual property rights

5.1. All intellectual property content on the Site including, without limitation, trademarks, button icons, logos, graphics, photographs, publications, materials, images and text and other content (“Site Content”) is either owned by us or licensed to us and it is protected by international copyright laws. Your use of them is governed by this Agreement and applicable law.

5.2 You are not permitted to copy or make use of any intellectual property appearing on our Site and this will constitute an infringement of our copyright.

5.3 You may print off one copy, and may download and share extracts, of any page(s) from our Site for your personal use only. Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

5.4 You must not modify the paper or digital copies of any content 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.

5.5 You must not use any part of the content on our Site for commercial purposes without obtaining a licence from us to do so. This includes not using the content on our Site for the purposes of developing or contributing towards a solution utilising artificial intelligence.

5.6 If you print off, copy, download, share or repost any content or part of our Site in breach of these terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the content you have made. We reserve the right to take further legal action in respect of any such breach.

6. Liability & Indemnity

6.1 You agree to indemnify us, our partners, employees and consultants from and against any and all claims, losses, demands, causes of action and judgments (including legal fees and court costs) arising from or concerning any breach by you of these Terms and you agree to reimburse us on demand for any losses, costs or expenses we incur as a result thereof.

6.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, representatives or subcontractors and for fraud or fraudulent misrepresentation.

6.3 To the extent permitted by law, we exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it. We will not be liable to you 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, our Site; or use of or reliance on any content displayed on our Site.

7. Variation and transfer of these terms

7.1 We have the right to revise and amend these Terms from time to time, for example, to reflect changes in market conditions affecting our business, changes in technology, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You acknowledge that it is your responsibility to check the Site regularly to ascertain if changes have been made and your continued use of the Site after such a change will constitute your acceptance of any changes.

7.2 We may transfer our rights and obligations under these terms to another organization. Where required by law, we will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

8. Governing law

8.1 English and Welsh Law governs this Agreement and your use of this Site, and you expressly agree that the courts of England and Wales shall have exclusive jurisdiction over any claim or dispute between us or relating in any way to your use of this Site.