

Terms of Use

The Carolyne Oates Paediatric Occupational Therapy Practice (the 'Practice') operates from Unit 1, Hercules House, Calleva Park, Aldermaston, Berkshire, RG7 ADN and uses the childot.co.uk domain for its website services.

Please read these Terms of Use carefully. By using or interacting with the childot.co.uk website (the "website"), you are agreeing to the Terms given below.

To email us using the contact email address provided on the website, you must be at least 18 years of age. You must ensure that any personal information you supply is correct and complete and you must inform us immediately of any changes to the information you provided.

These Terms of Use were last updated on 14/10/2020.

1. Using our Website

1.1. This childot.co.uk website is operated by the Practice ("we", "us" or "our"). By using this website, you are bound by these Terms of Use that apply to all users of this website.

1.2. You must be 18 years old or over to email us using the contact email address provided on this website but there is no age restriction on browsing or downloading information or content from our website.

2. Warranties and our Liability

2.1. Nothing in these Terms of Use will restrict our liability for death or personal injury resulting from our negligence, breach of contract or breach of statutory duty, nor will any of these terms restrict any of your statutory rights. For further information about your statutory rights, contact the Citizen's Advice Bureau.

2.2. We will not be deemed to be in breach of contract or of these Terms of Use as a result of any delay in our performance or failure to perform our obligations if that delay or failure to perform is due to any cause or circumstance beyond our reasonable control including, but not limited to, fire, flood and other acts of God, strikes, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, breakdown of equipment or road traffic problems.

3. Privacy

3.1. To help us ensure that we can continue to provide a quality service, we record all email correspondence we send or receive. Full details of the personal information we collect and the way in which we use this information is given in our [Privacy Policy](#).

3.2. We respect your privacy. The personal information that you give us is held securely and we will not sell or rent your personal information to anyone else. Details of the circumstances where we will need to securely share your personal information are given in our [Privacy Policy](#).

4. Customer Complaints

4.1. Any customer complaints should be addressed in the first instance to Carolyne Oates at carolyne.oates@childot.co.uk. Upon request, we can provide you with information regarding our complaints handling process.

5. Limitations

5.1. You may not use the website for any of the following purposes:

- a) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
- b) Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
- c) Gaining unauthorised access to other computer systems;
- d) Interfering with any other person's use or enjoyment of the website;
- e) Breaching any laws concerning the use of public telecommunications networks;
- f) Interfering with or disrupting any website connected to the childot.co.uk website; and
- g) Making, transmitting or uploading onto the website electronic copies of materials protected by copyright without the permission of the owner.

5.2. The Practice reserves the right to refuse to post material on the website or to remove material already posted on the website.

5.3. Additionally, you will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out or in connection with:

- a) Any claim by any third party that the use of the website by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
- b) Any claim by any third party that the use of the website by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
- c) Any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the website by you.

6. General

6.1. If any of these Terms of Use is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms which will continue to be valid and enforceable to the fullest extent permitted by law.

6.2. All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of this website shall remain at all times vested in us. You are permitted to use the material data and content only for your personal use in making enquiries or using services through the Practice, but you may not otherwise copy, reproduce, transmit, publish, display, distribute, commercially exploit, use or create derivative works of any material data and content on the childot.co.uk website without our prior written permission. The Practice may impose a fee on any proposed use of the material data and content contained on its website, other than for making enquiries or using services through the website.

6.3. You may not assign, sub-license or otherwise transfer any of your rights under these Terms of Use.

6.4. If you breach these Terms of Use and we ignore this, the Practice will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms.

6.5. The Practice shall not be responsible for any breach of these Terms of Use caused by circumstances beyond its control.

6.6. A person who is not a party to these Terms of Use shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of these Terms but this shall not affect any right or remedy of a third party which exists outside that Act.

7. Amendments

7.1. We may update these Terms of Use from time to time and the new terms will be in effect from the update date. The update date will be displayed at the top of these Terms of Use for your convenience. If you do not wish to accept the new Terms of Use, you should not continue to use our website. If you continue to use the website after the date on which the change comes into effect, your use of our website indicates your agreement to be bound by our new Terms of Use.

8. Website Availability

8.1. Although we aim to offer you the best service possible, the Practice makes no promise that the services at the website will meet your requirements. The Practice cannot guarantee that our service will be fault free. If a fault occurs in the service you receive, you should report it to our [Practice Manager](#) as soon as possible. We will attempt to correct the fault as soon as we reasonably can. Your access to the website may occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities or services. Whenever this occurs, the Practice will attempt to restore the service as soon as it can.

9. Applicable Law

9.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and any disputes will be decided by English courts.

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