

# **Never forget marketing Website terms and conditions**

**January 2022**

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## Who we are

Never Forget Marketing is the trading name of Laura May, a sole trader specialising in marketing and communications consultancy. We also work with suppliers.

## Using our website

You agree to use Never Forget Marketing only for lawful purposes. You must also use it in a way that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, this site by anyone else.

We update Never Forget Marketing all the time. We can change or remove content at any time without notice.

You must contact us for permission if you want to say your website is associated with or endorsed by Never Forget Marketing.

You are welcome to link to our website.

## Services and transactions

You can use Never Forget Marketing to sign up to our e-newsletter service, which is provided by Mailchimp, and to follow us on various social media platforms. We do not accept payments via our website or have any e-commerce functions.

The only time we will enable payments on our website it to make donations to charity. This will be via a third party provider such as JustGiving, Virgin Money Giving or similar. External platforms have their own terms and conditions which also apply - read these before you use their services.

## Using our content

Most content on Never Forget Marketing is subject to copyright protection and is published in the name of Laura May. If any content is not subject to our copyright or published under the name of Laura May, we will credit the author or copyright holder.

Please contact us if you want to reproduce a piece of content.

We make most of the content on Never Forget Marketing available through feeds for other websites and applications. The websites and applications that use our feeds are not our products, and they might use versions of our content that have been edited and stored for later use ('cached').

We do not give any guarantees, conditions or warranties about the accuracy or completeness of any content used by these products. We're not liable for any loss or damage that may come from your use of these products.

The most up to date version of our content will always be at [www.neverforgetmarketing.co.uk](http://www.neverforgetmarketing.co.uk).

## Disclaimer

While we make every effort to keep Never Forget Marketing up to date, we do not provide any guarantees, conditions or warranties that the information will be:

- Current
- Secure
- Accurate
- Complete
- Free from bugs or viruses

Where we publish articles, they are of the opinions of the author and do not constitute advice. You should get professional or specialist advice before doing anything on the basis of the content.

We're not liable for any loss or damage that may come from using Never Forget Marketing.

This includes:

- Any direct, indirect or consequential losses
- Any loss or damage caused by civil wrongs ('tort', including negligence), breach of contract or otherwise
- The use of never forget marketing and any websites that are linked to or from it
- The inability to use never forget marketing and any websites that are linked to or from it

This applies if the loss or damage was foreseeable, arose in the normal course of things or you advised us that it might happen.

This includes (but is not limited to) the loss of your:

- Income or revenue
- Salary, benefits or other payments
- Business
- Profits or contracts
- Opportunity
- Anticipated savings
- Data

- Goodwill or reputation
- Tangible property
- Intangible property, including loss, corruption or damage to data or any computer system
- Wasted management or office time

We may still be liable for:

- Death or personal injury arising from our negligence
- Fraudulent misrepresentation
- Any other liability which cannot be excluded or limited under applicable law

## Requests to remove content

You can ask for content to be removed from Never Forget Marketing. We'll remove content:

- In order to comply with data protection legislation covering the rights and freedoms of individuals
- If it breaches copyright laws, contains sensitive personal data or material that may be considered obscene or defamatory

Please contact us to ask for content to be removed. You'll need to send us the web address (url) of the content and explain why you think it should be removed. We'll reply to let you know whether we'll remove it.

We remove content at our discretion. You can still request information under the Freedom of Information Act and the Data Protection Act.

## Information about you and your visits

We collect information about you in accordance with our privacy policy and our cookie policy. By using Never Forget Marketing, you agree to us collecting this information and confirm that any data you provide is accurate.

## Virus protection

You must make sure that the way you use our site does not expose you to the risk of viruses, malicious computer code or other forms of interference which can damage your computer system.

We're not responsible for any loss, disruption or damage to your data or computer system that might happen when you use our website.

## Viruses, hacking and other offences

When using Never Forget Marketing, you must not introduce viruses, trojans, worms, logic bombs or any other material that's malicious or technologically harmful.

You must not try to gain unauthorised access to our website, the system on which it's stored or any server, computer or database connected to it.

You must not attack our website in any way. This includes denial-of-service attacks.

We'll report any attacks or attempts to gain unauthorised access to the Never Forget Marketing website to the relevant law enforcement authorities and share information about you with them.

## Governing law

These terms and conditions are governed by and construed in accordance with the laws of England and Wales.

Any dispute you have which relates to these terms and conditions, or your use of Never Forget Marketing (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales.

We are not liable if we fail to comply with other terms and conditions because of circumstances beyond our reasonable control.

We might decide not to exercise or enforce any right available to us under these terms and conditions. We can always decide to exercise or enforce that right at a later date.

Doing this once will not mean we automatically waive the right on any other occasion.

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will still apply.

## Contact us or make a complaint

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Website: [www.neverforgetmarketing.co.uk](http://www.neverforgetmarketing.co.uk)

You can also make a complaint to the Information Commissioner, who is an independent regulator.

e-mail: [casework@ico.org.uk](mailto:casework@ico.org.uk)  
Telephone: 0303 123 1113  
Textphone: 01625 545860  
Address: Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire SK9 5AF



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