

Terms & Conditions of Use

These are the terms and conditions of use of the NFMediation website www.nfmediation.com (“Site”). If you do not agree to these terms, please refrain from using the Site.

1. Definitions

Service/Services – any information and services provided by NFMediation through or via the Site including commissioning training or mediation services.

Site – means the NFMediation website located at www.nfmediation.com and such additional and replacement sites from time to time.

User or “you” – users of the Site.

2. Registration and privacy of your data

2.1 All users are required to use the Site for the purpose of finding out more about, and commissioning Services. The Site may not be copied, in all or part, or used for any purpose other than finding out about and commissioning Services.

2.2 NFMediation may monitor use of the Site by Users, so as to generally improve the Site and the Services and to retain records to be used in the event of complaints or customer service issues. However, NFMediation accepts no obligation to monitor the use of the Site.

2.3 In the event that NFMediation undergoes reorganisation or its business is sold to a third party, Users agree that any personal or other information NFMediation holds about them may be transferred to that reorganised entity or third party.

2.4 NFMediation will also in its absolute discretion fully co-operate with law enforcement and other relevant authorities and may disclose any information as required by law and/or relating to any investigation of suspected unlawful activity, intellectual property right infringements or violation of network security.

3. Prohibitions

3.1 Users must only use the Site and anything available from the Site for lawful purposes, and must comply with all applicable laws, statutes and regulations. Any breach or misuse will be reported to the relevant law enforcement authorities and use of the Site will cease immediately.

3.2 Users cannot, except to the extent expressly set out in these terms:

(a) make any copies of any part of the Site and/or make any copies or use any material from the Site for any commercial purpose without obtaining a licence to do so.

(b) interfere with, damage, disrupt anything on the Site or connected to it, include or create links to or from the Site, remove or change anything on the Site or connected to it.

(c) spider or otherwise access the Site by any automated means with a view to re-using any of the content for commercial purposes, except to the extent expressly set out in these terms.

(d) infringe, remove or change any copyright, trade mark, logo or other intellectual property right notices contained in the original material or from any material copied or printed off from the Site.

3.3 Users must not use the Site to:

(a) send, post, upload or otherwise transmit information or pictures that are deceptive, misleading, harmful, obscene or pornographic, violent, threatening, menacing, racist, discriminatory, offensive, defamatory, contain viruses or are otherwise unlawful;

(b) send or upload files that contain software or other materials in breach of any intellectual property rights or in breach of confidence;

(c) harass, stalk, threaten or otherwise violate the rights of others or harm or threaten to cause harm to minors;

(d) impersonate anyone else or otherwise misrepresent your identity or status;

- (e) hack into the Site or any other related computer system, server or database;
- (f) make excessive traffic demands, deliver viruses or forward chain letters, surveys, contests, pyramid schemes; or
- (g) engage in any behaviour that may reasonably be expected to inhibit other users from using and enjoying the Site or any other web site or damage or destroy the reputation of NFMediation or any third party.

4. Obligations

4.1 In consideration of your use of the Site you agree to the following:

- (a) You are responsible for making all necessary arrangements for you to have access to the Site.
- (b) You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms, and that they comply with them.

5. Intellectual property rights

5.1 All intellectual property rights in any material (including data, text, photographs and other images and sound, trade marks and logos) contained in this Site are either owned by NFMediation or have been licensed to NFMediation by the rights owner(s). You are only allowed to use this Site and the material contained in the Site as set out in these terms and conditions.

5.2 NFMediation status (and that of any identified contributors) as the authors of materials on the Site must always be acknowledged.

6. Links

NFMediation or third parties may provide links to other websites or resources. NFMediation is not responsible for the availability of, or operation of, any such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials in relation to such other sites or resources or any loss or damage arising from their use. You should read the terms and conditions and privacy policy of such sites carefully before using them.

7. Disclaimer and limitation of liability

7.1 You agree that your use of the Service is on an “as is” and “as available” basis. Any information is placed on the Site without any guarantees, conditions or warranties as to its content or accuracy and use of the Site and Services is at your sole risk. However, NFMediation does not, and nothing in these terms and conditions shall act to exclude or limit NFMediation’s liability for death or personal injury resulting from its negligence, fraud or any other liability which may not by applicable law be excluded or limited.

7.2 Subject to clause 7.1, in no event shall NFMediation be liable (whether for breach of contract, negligence or for any other reason) for any direct, indirect or consequential loss or damage, foreseeable or otherwise, that may arise in relation to or as a result of, but not limited to the following:

- (a) use of the Site (including the transmission of any harmful material or viruses), or
- (b) the Site being unavailable at any time or for any period.

7.3 For the avoidance of doubt, any such excluded loss and damage shall include but not be limited to any loss of profits, exemplary or special damages, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect, consequential or special loss, however arising.

7.5 Subject to clause 7.1 and without prejudice to the above, NFMediation’s aggregate liability to you at any time whether in contract, tort or otherwise shall be limited to £500 (five hundred pounds).

7.6 NFMediation will not be liable to you for any breach of these terms and conditions which arises because of any circumstances which NFMediation cannot reasonably be expected to control to include the Site being unavailable for any period of time.

7.7 Nothing in these Terms shall be taken to limit NFMediation’s liability for death or personal injury.

8. Suspension, modification and termination of Service

8.1 NFMediation may change the format and content of the Site and/or the Services from time to time. You should refresh your browser each time you visit the Site to ensure that you download the most up to date version of the Site.

8.2 NFMediation reserves the right to amend or withdraw the Services without notice and/or to restrict access to some parts of the Site or the entire Site to users.

8.3 You acknowledge that there may be periods where access to or use of the Site or pages linked to it may be limited or impossible due to changes effected to the Site by way of ongoing development and improvement.

8.4 NFMediation reserves the right to remove, refuse to post or to edit any information or materials or postings on the Site, to block your access to the Site and to take such other action as may be reasonably necessary to prevent any breach of these terms and conditions or any breach of applicable law or regulation.

8.5 NFMediation may terminate the Service immediately in the event you breach any of these terms and conditions and you must, at our request, return or destroy copies of any materials made.

9. Enquiries or complaints

If you have any enquiries or complaints about the use of the Site please contact us at:

NFMediation

E: nicolas.fournier@nfmediation.com

10. General and governing law

10.1 NFMediation may change these terms and conditions from time to time. By accessing the Site you are accepting that you are bound by the current terms and conditions. You should therefore check these each time you revisit the Site. Some of the provisions in these terms and conditions may also be superseded by provisions or notices published elsewhere on the Site.

10.2 These terms and conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these terms and conditions is found to be unenforceable, this shall not affect the validity of any other provision.

10.3 You agree that NFMediation may sub-contract the performance of any of its obligations or may assign these terms and conditions or any of its rights or obligations without giving you notice.

10.4 These terms and conditions shall be governed and interpreted in accordance with English law and you consent to the exclusive jurisdiction of the English courts.