

## 1. Introduction

www.icare24.co.uk is a site operated by ICARE24 Group Limited (registered in England and Wales under company number 08937271 at ICARE24 Group, Floor 6 Cobalt Square, 83/85 Hagley Road, Birmingham, West Midlands, B16 8QG) (“ICARE24 Group”, “we”, “us”, “our”). Use of the website, including all pages within it (collectively referred to as the “Website”) is governed by these Terms and Conditions (“Terms”). These Terms define our relationship with you, being the individual person or business (be that an individual engaged in business, firm or corporate entity) using the Website and/or creating an account to use the Website and referred to hereafter as “you” or “your”.

These Terms apply to your use of the Website and detail the conditions of use on which you may make use of the Website, whether as a guest or registered user.

Where you are a registered user, these Terms also apply to all visitors using your account, and others who access or use the Website through your account.

Use of the Website includes accessing, browsing or registering to use the Website.

Please read these Terms carefully before you start to use the Website, as these will apply to your use of the Website. We recommend that you print a copy of these Terms for future reference.

These Terms, and any agreement between you and us, are in the English language only.

Your access to and use of the Website is conditional upon your acceptance of and compliance with these Terms. By accepting these Terms electronically or in writing, and/or by accessing or using the Website, you confirm that you accept these Terms and that you agree to comply with them.

If you do not agree to these Terms, you must not use the Website.

## 2. Cookie Policy

A cookie is a small text file that we store on your device. The Website uses cookies to distinguish you from other users of the Website. Cookies also provide us with information about how the Website is used so we can keep it as up to date, relevant and as error-free as possible. We may use the following types of cookies:

- Strictly necessary cookies – these are cookies that are essential to the operation of the Website.
- Analytical/performance cookies – these cookies allow us to recognise and count the number of visitors to the Website.
- Functionality cookies – these cookies are used to recognise you when you return to the Website.
- Targeting cookies – these cookies record your visit to the Website, the pages you have visited and the links you have followed.

We may monitor traffic to the Website and collect information in regard to the referring website from which you have got to the Website from in order to see our most popular sources of business.

For more information on specific cookies used on this website, view our [Cookies Page](#).

## 3. Your use of the Website

By accessing or using the Website, you agree to be bound by these Terms. If you are using or accessing the Website on behalf of any business (be that an individual engaged in business, firm or corporate entity) (“Organisation”), then you are agreeing to these Terms on behalf of that Organisation and you represent and warrant that you have authority to bind the Organisation to these Terms. In that case, “you” and “your” refers to you and the Organisation under these Terms and any other relevant policy.

#### 4. Changes to these Terms and policies

We may revise these Terms, and the policies referred to herein, at any time by amending this, or any other relevant, page. The most current version(s) will always be posted to the Website. If a revision to the Terms, or policies, in our sole discretion, is material we will notify you (for example via e-mail to the e-mail address associated with your account).

Please check this page from time to time to take notice of any changes we make, as they are binding on you. By continuing to access or use the Website after revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Website.

#### 5. Changes to the Website

We do not guarantee that the Website or any content will be free from errors or omissions.

We update the Website from time to time, and refine or add features. Generally this is done without prior notice to you, therefore please note that any of the content on the Website may be out of date at any given time, and we are under no obligation to update it although we do endeavour to ensure the Website and its content are accurate as possible and welcome feedback regarding its content.

#### 6. Accessing the Website

The Website is made available free of charge.

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

#### 7. Your account and password

Creating a registered account, through which you intend to use the Website, is conditional upon your acceptance of and compliance with these Terms.

If you choose, 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 are responsible for safeguarding the password that you use to access the Website and for any activities or actions under your password, whether your password is with us or a third party service. You must not disclose it to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You must provide us with accurate information when you create your account with us and keep this information up to date.

You must never use another user's account without

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [enquiries@icare24.co.uk](mailto:enquiries@icare24.co.uk).

## 8. Intellectual property rights

You are granted a limited licence only, subject to the below restrictions, to view the material contained within the Website.

We are the owner or the licensee of all intellectual property rights in the Website, and of the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

All rights, title and interest in and to the Website are and will remain the exclusive property of ICARE24 Group.

Nothing in these Terms gives you the right to use the “ICARE24 Group” name or any of ICARE24 Group’s trade marks, logos, domain names and other distinctive features. Any feedback, comments or suggestions you may provide regarding ICARE24 Group or the Website is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your Organisation to any content posted on the Website.

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

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without first obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 9. Acceptable use of the Website

ICARE24 Group is trusted by those with whom it works and the users of the Website and we trust you to use the Website responsibly. You agree not to misuse the Website. For example, you must not, nor attempt the following:

- use the Website for any unlawful purposes or for promotion of illegal activities;
- post any content on the Website in violation of any applicable law, including intellectual property laws and right of privacy or publicity laws, or any contractual obligation;
- impersonate others through the Website or otherwise misrepresent your affiliation with a person or entity in a manner that does or is intended to mislead, confuse or deceive others;
- publish or post other people’s private or personally identifiable information, such as credit card numbers, street address or Social Security/National Identity numbers, without their express authorisation and permission;
- send unsolicited communications, promotions or advertisements or spam;
- access, tamper with or use non-public areas of the Website, ICARE24 Group’s computer systems or the technical delivery systems of ICARE24 Group’s providers;
- probe, scan or test the vulnerability of any system or network or breach or circumvent any security or authentication matters;
- access or search the Website by any means other than our publicly supported interfaces (for example, “scraping”);  
or
- interfere with, or disrupt, the access of any user, host or network, including without limitation sending a virus, overloading, flooding, spamming, mail-bombing the Website, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Website.

We may investigate and/or suspend your account if you or others using your account violate any of the rules above. Furthermore, we reserve the right to immediately terminate your account without further notice in the event that, in our sole and absolute judgment, you or others using your account violate these Terms or abuse the use of the Website.

## 10. No reliance on information

The content on the Website is provided for general information only. It is 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 of the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date.

## 11. Warranty

The Website is provided as is, with all faults, and ICARE24 Group makes no express or implied representations or warranties of any kind related to the Website, whether such liability is under contract, tort, or otherwise. ICARE24 Group, including its officers, directors and employees, shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of the Website.

Without limiting the foregoing, ICARE24 Group and its licensors do not warrant that the content on the Website is accurate, reliable or correct; that the Website will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Website is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Website is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Website. We do not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the Website or any hyperlinked website or service, and we will not be a party to or in any way monitor any transaction between you and third party providers of products or services.

## 12. Limitation of liability

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the maximum extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

In no event shall ICARE24 Group, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of the Website, whether such liability is under contract, tort (including negligence), breach of statutory duty, or otherwise. ICARE24 Group, including its officers, directors and employees, shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of the Website.

We will not be liable to any user 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, the Website; or
- use of or reliance on any content displayed on the Website.

We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

### 13. Indemnification

You hereby indemnify to the fullest extent ICARE24 Group and its licensees and licensors, and our and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, demands, causes of action and expenses (including but not limited to legal fees) arising out of or in any way related to your access or use of the Website or your breach of the provisions of these Terms.

### 14. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

### 15. Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the United Kingdom Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

### 16. Linking to the Website

You may link to the home page of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Website in any website that is not owned by you.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these provisions.

If you wish to make any use of content on the Website other than that set out above, please contact [enquiries@icare24.co.uk](mailto:enquiries@icare24.co.uk).

#### 17. Dealings with third parties and links

Where the Website provides links to other websites or resources, these links are provided for your information only. As ICARE24 Group has no control over such sites and resources, you acknowledge and agree that ICARE24 Group is not responsible for the availability of such external sites or resources and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

We do not have control over the contents of any linked sites or resources. If you access a third party website from the Website, you do so at your own risk and you understand that these Terms and both our Privacy Policy and Cookie Policy do not apply to your use of those sites. You expressly relieve ICARE24 Group from any and all liability arising from your use of any third party website, service or content and agree that your dealings with any third party website, service or content is only between you and such third party. You agree that we are not responsible for any loss or damage of any sort arising from your dealings with such third parties.

#### 18. Entire agreement

These Terms, together with any amendments and any additional agreements you may enter into with ICARE24 Group in connection with the Website, will constitute the entire agreement between you and ICARE24 Group and you agree that they extinguish all representations (whether written or oral) of any kind or of any person other than those expressly set out in these Terms or any amendments and any additional agreements you may enter into with ICARE24 Group in connection with the Website.

#### 19. No waiver

No waiver of any sections of these Terms shall be deemed a further or continuing waiver of such term or any other term, and ICARE24 Group's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

#### 20. Governing law and jurisdiction

These Terms, their subject matter and formation are governed by English law. Any agreement made through your use of the Website and any dispute or claim arising out of or in connection with any such contract will be governed by English law.

You and we both agree that the courts of England and Wales will have jurisdiction.