

Terms and conditions of use

1. Introduction

- a. These are the terms and conditions that shall govern your use of this, our website.
- b. By using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- c. If you register with our website or submit any material to our website we will ask you to expressly agree to these terms and conditions.

2. Our website uses cookies;

- a. by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our policy.

3. Copyright notice

- a. All images, sounds and words appearing on or used on this website are copyright to Tobias Kaye as of June 2015 the first date of publication.
- b. We the creators of this website hereby assert our ownership of all these images, sounds and other intellectual property on this website.
- c. all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. Licence to use website subject to the other provisions of these terms and conditions.

- a. You may view pages from our website in a web browser;
- b. download pages from our website for caching in a web browser;
- c. print pages from our website;
- d. stream audio and video files from our website.
- e. You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- f. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- g. Unless you own or control the relevant rights in the material, you must not: republish material from our website including republication on another website without an attribution expressly declaring this site as your source
- h. you must not Sell, rent or sub-license material from our website;
- i. you must not exploit material from our website for a commercial purpose; or redistribute material from our website without an express attribution of that material to this website.

- j. Notwithstanding Section 4.i, you may redistribute our newsletter in print or electronic form to anyone you wish.
- k. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. **Acceptable use** You must not:

- a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- e) access or otherwise interact with our website using any robot, spider or other automated means;
- f) use data collected from our website for any direct marketing activity
- g) You must not use data collected from our website to contact individuals, companies or other persons or entities.
- h) You must ensure that all the information you supply to us through our website, or in relation to our website, is true and non-misleading.

6. **Limited warranties**

We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any stock or service on the website will remain available.

6.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation.

6.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

7. Limitations and exclusions of liability

7.1 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

7.2 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

7.3 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

7.4 We will not be liable to you in respect of any loss or corruption of any data, database or software.

7.5 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

7.6 You accept that we have an interest in limiting the personal liability of our employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

8. Breaches of these terms and conditions

8.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a) temporarily or permanently prohibit you from accessing our website; send you one or more formal warnings;

8.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

9. Variation

9.1 We may revise these terms and conditions from time to time.

9.2 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify and you must stop using the website.

10. Assignment

10.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

10.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

11. Severability

11.1 If a provision of a contract under these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

11.2 If any unlawful and/or unenforceable provision of a contract under these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

12. Third party rights

12.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

12.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

13. Entire agreement

13.1 Subject to Section 12.1, these terms and conditions, together with our privacy and cookies policy shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

14. Law and jurisdiction

14.1 A contract under these terms and conditions shall be governed by and construed in accordance with English law.

14.2 Any disputes relating to a contract under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

15. Our details

15.1 This website is owned and operated by Tobias Kaye of Sounding Bowls.

15.2 We are registered in a group or company of self employed individuals working together to further the aims of human development and awakening in the highest sense.

15.3 Our principal place of business is at 11 Lower Dean. Buckfastleigh, Devon, England. TQ11 0LS.

15.4 You can contact us by writing to the business address given above, by using our website contact form, by email to tobias@SoundingBowls.com or by telephone on 01364 642 837 or internationally using your international code +44 13 64 64 28 37