

# WEBSITE TERMS OF USE

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE**

## 1. What's in these terms?

These terms tell you the rules for using our website, [meristemdesign.co.uk](http://meristemdesign.co.uk) (our **site**).

By using our site, you confirm that you accept these terms and agree to comply with them. If you do not agree to these terms, you must not use our site.

We recommend that you print or save a copy of these terms for future reference.

## 2. Who we are and how to contact us

[Meristemdesign.co.uk](http://Meristemdesign.co.uk) is a site operated by **Meristem Design Limited** ("we", "us" or "our"). We are registered in England and Wales under company number **10533122** and have our registered office at **45–47 Clerkenwell Green, London, England, EC1R 0EB**.

We are a limited company.

To contact us, please email [info@meristemdesign.co.uk](mailto:info@meristemdesign.co.uk) or telephone **020 3137 6971**.

## 3. There are other terms that may apply to you

These terms refer to the following additional terms, which also apply to your use of our site:

- our **Privacy Policy**, which explains how we collect, use and protect personal information; and
- our **Cookie Policy**, which provides information about the cookies and similar technologies used on our site.

If you purchase goods or services from us, our separate **Terms & Conditions** may also apply to that purchase.

## 4. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure that you understand the terms that apply at that time.

## **5. We may make changes to our site**

We may update and change our site from time to time to reflect changes to our products and services, our users' needs and our business priorities.

## **6. We may suspend or withdraw our site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give reasonable notice of any suspension or withdrawal where appropriate.

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and comply with them.

## **7. Our site is primarily for users in the UK**

Our site is primarily directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

## **8. Acceptable use of our site**

You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to bully, insult, intimidate or humiliate any person;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material containing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- in any way that involves child sexual exploitation or abuse; or
- to upload, transmit or otherwise make available terrorist content.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms;
- not to access without authority, interfere with, damage or disrupt any part of our site;
- not to access without authority, interfere with, damage or disrupt any equipment or network on which our site is stored;
- not to access without authority, interfere with, damage or disrupt any software used in the provision of our site; and
- not to access without authority, interfere with, damage or disrupt any equipment, network or software owned or used by any third party.

## **9. How you may use material on our site**

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

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

You must not modify the paper or digital copies of any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or graphics separately from any accompanying text.

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

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

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

## **10. No text or data mining or web scraping**

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site.

This includes using, permitting, authorising or attempting the use of:

- any robot, bot, spider, scraper or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed through it; or
- any automated analytical technique aimed at analysing text and data in digital form to generate information, including patterns, trends or correlations.

The provisions in this clause are intended to constitute an express reservation of our rights in relation to text and data mining and automated access to our content.

This clause shall not apply insofar as, and only to the extent that, we are unable to exclude or limit such activity by contract under applicable law.

**Note:** I've deliberately retained the substance of your solicitor's anti-scraping provision but removed the specific reference to Article 4(3) of EU Directive 2019/790. Your existing terms contain that reference. Given that this is now a UK-focused agreement, I'd rather have your solicitor reinstate that specific statutory reference if they consider it beneficial than carry it forward automatically.

## **11. Do not rely on information on this site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely.

You should obtain professional or specialist advice where appropriate before taking, or refraining from taking, any action on the basis of content on our site.

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

## **12. We are not responsible for websites we link to**

Where our site contains links to other websites and resources provided by third parties, these links are provided for your information only.

Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

### **13. Our responsibility for loss or damage suffered by you**

Whether you are a consumer or a business user:

- we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and liability for fraud or fraudulent misrepresentation; and
- different limitations and exclusions of liability may apply to liability arising from the supply of goods or services by us, as set out in our applicable Terms & Conditions.

#### **If you are a business user:**

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you 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, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

#### **If you are a consumer user:**

Please note that we provide our site for domestic and private use. If you use our site for any commercial or business purpose, we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will repair the damage or pay you compensation as required by law.

## **14. How we use your personal information**

We will only use your personal information as set out in our **Privacy Policy**.

Information about cookies and similar technologies used on our site is provided in our **Cookie Policy**.

## **15. Viruses, security and unauthorised access**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site.

You must not attack our site via a denial-of-service attack or distributed denial-of-service attack.

By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and cooperate with those authorities as required. In the event of such a breach, your right to use our site will cease immediately.

## **16. Rules about linking to our site**

You may link to our home page 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 by us where none exists.

You must not establish a link to our site on any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page without our prior permission.

We reserve the right to withdraw linking permission without notice.

Any website linking to our site must not contain material or be operated in a manner that would breach the acceptable use requirements set out in clause 8.

If you wish to link to, or make any use of, content on our site other than as permitted above, please contact [info@meristemdesign.co.uk](mailto:info@meristemdesign.co.uk).

## **17. Breach of these terms**

When we consider that a breach of these terms has occurred, we may take such action as we consider appropriate.

Failure to comply with these terms may result in all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of costs resulting from the breach;
- further legal action against you; and/or
- disclosure of information to law enforcement authorities where we reasonably consider this necessary or where required by law.

The actions we may take are not limited to those described above, and we may take any other action we reasonably consider appropriate.

**I've removed the existing remedy allowing Meristem to remove a user's uploaded "Contribution".** Your current AUP contains this because it's based on a website that permits user-generated content. If your current website doesn't allow visitors to publicly upload content, I see no reason to retain it.

## **18. We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation, provided that this does not adversely affect your rights under these terms.

## **19. Which country's laws apply to any disputes?**

**If you are a consumer**, these terms, their subject matter and their formation are governed by English law.

You and we both agree that the courts of England and Wales will have jurisdiction, except that if you are resident in Northern Ireland you may also bring proceedings in Northern Ireland and, if you are resident in Scotland, you may also bring proceedings in Scotland.

**If you are a business**, these terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **20. Our trade marks**

**"Turning the grey green"** is a UK registered trade mark of Meristem Design Limited.

You are not permitted to use it without our approval except where it forms part of material you are permitted to use in accordance with these terms.

## Document Control

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Document Title</b>                                                                                                                                                                                                                                                                                                                                                         | Website Acceptable Use Policy |
| <b>Document Owner</b>                                                                                                                                                                                                                                                                                                                                                         | Head of Operations            |
| <b>Approved By</b>                                                                                                                                                                                                                                                                                                                                                            | Operations Director           |
| <b>Version</b>                                                                                                                                                                                                                                                                                                                                                                | 2.0                           |
| <b>Effective Date</b>                                                                                                                                                                                                                                                                                                                                                         | 10/08/2026                    |
| <b>Review frequency</b>                                                                                                                                                                                                                                                                                                                                                       | Annual                        |
| <b>Next review</b>                                                                                                                                                                                                                                                                                                                                                            | August 2027                   |
| <b>Version history:</b><br>1.0 - Initial Website Terms & Conditions and Website Acceptable Use Policy.<br>2.0 - Consolidated Website Terms of Use incorporating the former Acceptable Use Policy; updated company details, associated policy references and website-use provisions; removed provisions not applicable to the current website and improved document structure. |                               |