

Terms and conditions

These terms and conditions explain your rights and obligations when using Doesn't Grow on Trees website.

1 Information about us

1.1 These terms and conditions govern your use of the Doesn't Grow on Trees website at www.DoesntGrowonTrees.co.uk (the "website").

Please read these terms and conditions of use (the "Terms") carefully before you start to use our website. By using our website, you confirm that you accept these terms and conditions of use and that you agree to abide by them.

The advice contained on this website does not amount to financial advice and amounts to a consumer blog providing tips and suggestions to consumers.

1.2 The terms Doesn't Grow on Trees, "we", "us", or "our" refer to Doesn't Grow on Trees.

1.3 Doesn't Grow on Trees is not a Ltd company

1.4 References to 'terms and conditions' means these terms and conditions.

1.5 We reserve the right to make changes to these terms at any time. We will endeavour to inform you of all changes we make by posting them to this page. It remains your responsibility as a consumer to ensure that you regularly check the Terms for changes made to them which may affect you. Continued use of our site following changes made means that you accept the changes made to our Terms.

2 Accessing our website

2.1 Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice (see below). We will not be liable if, for any reason, our website is unavailable at any time or for any period. We do not warrant or promise that access to our website or the content will be delivered uninterrupted, timely or error free. We cannot warrant that the website will be free from viruses, trojans, worms, logic bombs or other malicious or technologically harmful material. It is your responsibility to ensure you have implemented satisfactory safeguards

2.2 The effect of 2.1 is that you hereby agree that under no circumstances will we be held liable for any direct, indirect, incidental or other type of loss or injury as far as the law permits resulting from your use or downloading of any content on our site

2.3 Doesn't Grow on Trees tries to meet Worldwide Web Consortium standards of accessibility, but cannot guarantee that our website will be compatible with all hardware, software or assistive technologies that may be used by visitors to our website.

2.4 If you want to report an error or have any questions have a look at our frequently Asked Questions

3 Privacy Policy

3.1 We process information about you in accordance with our Privacy Policy .Our Privacy Policy forms part of these Terms and conditions and contains details on the types of information we collect, what we do with that information and other related matters such as cookies.

4 Intellectual property rights

General disclaimer of liability for content

4.1 Doesn't Grow on Trees is providing this site on an 'as is' basis and makes no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties. In addition, Doesn't Grow on Trees makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site. The information contained in this site may contain technical inaccuracies or typographical errors. All liability of Doesn't Grow on Trees howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

4.1 Neither Doesn't Grow on Trees nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without

limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

4.3 Notwithstanding the foregoing, none of the exclusions and limitations in the clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit Doesn't Grow on Trees liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

Our content

4.4 We are the owner or the licensee of all intellectual property rights in our website, its contents (including any computer software) and in the content published on it.

These intellectual property rights include, without limitation, copyright, trademarks, the underlying software, the design, graphics, layout, look and feel and structure of our website, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off. The trademarks, logos and service marks displayed on our website are registered and/or are common law trademarks of Surviving The Credit Crunch Limited its affiliates, and various third parties. All intellectual property rights relating to our websites are and remain the sole property of us and/or our licensors.

4.5 You may view, use, print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to content posted on our website (provided you do so in a manner not detrimental to Surviving the Credit Crunch Limited).

Commercial use of our content is not permitted. Other than as stated in this clause 4.5 the redistributing, republishing, copying, adapting, modifying or otherwise making content on this website available to third parties is strictly prohibited.

4.6 In the event that you add anything to the website via our chat rooms or our forums, you will own the copyright in the text.

5 What we offer and our liability to you

5.1 The information on our website is provided as tips and suggestions to consumers and 'as available' and 'as is', in good faith, for general information and interest only. It is subject to change without notice and we endeavour to make regular changes to the suggestions posted on the website. We make every effort to ensure that the information on our website is accurate and informative but we cannot guarantee that it is free of inaccuracies, errors and omissions. We unreservedly urge you to conduct your own research following visits to our website, to ensure the accuracy of the information and suitability of the same to your individual case. The information, tips and suggestions we offer on the website is not tailored to your individual concerns or requirements. To the full extent permitted by law we make no warranties of any kind, whether express or implied in relation to any information, tips, suggestions or postings which appear on our website.

All actions taken by you following your visit to our website are your responsibility and we cannot make any guarantees that any information listed on the website is correct or be held liable for any actions based on the information provided. We do not provide any financial advisory or investment advice on our website, or their usefulness for any particular purpose. You acknowledge and agree that we shall not be liable for any action that you or others take based upon your usage of, or reliance upon information provided by us or other users of our website.

5.2 Subject to clause 5.5 and unless specified otherwise in the terms and conditions, we shall not be liable to you for any direct or indirect losses of any kind whether based in contract, tort, strict liability, or otherwise which arises out of or are in any way connected with, your use of our website or content, any failure or delay (including but not limited to the use or inability to use any component of our website) or the performance or non-performance by us or any third parties even if we have been advised of the possibility of damages to you or any other party.

5.3 If notwithstanding clauses 5.2 and 5.4, we are held liable to you by a court of competent jurisdiction for losses arising out of our breach of these terms and conditions and/or our negligence

in relation to your use of our website, you agree that our liability to you is capped at £50 (subject to clause 5.5).

5.4 We provide our website in good faith but we cannot and do not accept liability for direct or indirect losses sustained by you arising out of transactions or arrangements you enter into with any third party named, referred to or linked to on our website. If you access other sites using the links provided, we cannot be responsible for the content of those sites or for the way in which they deal with you or use any information including personal data that they might acquire about you.

5.5 We do not exclude or in any way limit liability for fraud, death or personal injury caused by our negligence or any liability to the extent the same may not be excluded or limited as a matter of law.

6 Changes we need to make to our website and its content

6.1 We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely.

7 Uploading content to our website

7.1 Doesn't Grow on Trees shall be entitled to publish, edit, refuse, or delete content added to our website.

7.2 Any content you upload to our website will be considered non-confidential and non-proprietary, and we and our sub-licensees have the right to use, copy, distribute and disclose to third parties any such content for any purpose. By uploading content to our website, you are automatically deemed to have granted us a licence to use and sublicense that content as we see fit, including for commercial purposes. By submitting content, you are also deemed to have waived any moral rights which you may have had in that content.]

8 Downloads

8.1 Any material downloaded or otherwise obtained through the use of our website is done at your own discretion and risk.

8.2 You will be solely responsible for any damage to your computer system or for any loss of data that results from the download of any such material.

9 Your liability to us

9.1 You agree to be liable for any liability, loss, claim, and expense (including reasonable legal fees) related to any breach by you of these terms and conditions or arising from your misuse of our website. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter or dispute arising from your use or misuse of our website and you agree to co-operate with the defence of such a dispute or claim by us.

10 Links from our website

10.1 Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of these sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them or their use of any information they may acquire about you (including personal data). You will need to read through their terms and conditions and privacy policies for each and every website, because any personal information you provide will be dealt with in accordance to their terms and conditions and their privacy policies

10.2 Any link from our website does not constitute an endorsement by us of the use of that link, the company or organisation which established the link or any of the contents of the website reached using that link.

10.3 Some of the links you will find on our website are affiliated links. These take you directly or indirectly to a financial product provider. This may result in us receiving a fee or commission as a consequence of you visiting their site or purchasing a product from the provider. Our independence is of the utmost importance to us and we confirm that we do not provide the links as a result of influence of any fee/commission received by any financial provider.

10.4 Our website is free of charge and we do not receive any finance from referral agents or commission received from financial providers. Our website is financed through advertisements, sponsorship and affiliates.

11 Links to our website

11.1 We welcome links to website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.

11.2 Our website must not be framed on any other website and you must not create a link to any part of our website other than the home page at www.DoesntGroomTrees.uk.uk unless you have obtained prior written consent.

11.3 Any link to our website must comply with the following conditions:

i) the link must consist of the following text only: Doesn't Grow on Trees and the URL;

ii) the link must not create the impression that your organisation or any of its products or services is recommended by or associated in any way with Doesn't Grow on Trees iii) the existence of the link, its position, appearance or any other aspect of it must not damage or be likely to damage the name or reputation of Doesn't Grow on Trees Limited

iv) selection of the link by a user must display our website as a full screen and not within a frame on the website on which the link appears;

v) you shall take all reasonable precautions to ensure that the use and existence of the link does not cause the transmission to our website of viruses or other deleterious programming routines; and

vi) you must not establish a link from any website that is not owned by you.

11.4 We reserve the right to require the removal of any link to our website at any time (whether or not previous consent to such link has been given).

11.5 The framing, mirroring, scraping or data mining of our website or any conduct by you that in our sole discretion restricts or inhibits any other user from using or enjoying our website (or any linked site) is strictly prohibited.

11.6 If you wish to make any use of content on our website other than that set out above, please address your request by email to creditcrunch@btinternet.com

12 Relationship with affiliates

12.1 Affiliates listed on our website are independent third parties and Doesn't Grow on Trees is not acting as a principal, agent or broker with respect to them.

Your relationship with any affiliate you contact through our website is solely between you and the third party.

13 Viruses, hacking and other things we do not like

13.1 You must not misuse our website by knowingly introducing any software such as viruses, Trojans, worms, logic bombs or other malicious or technologically harmful material.

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

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

14 Jurisdiction

14.1 The English courts will have jurisdiction over any claim arising from, or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country. These terms and conditions of use are governed by English law.

14.2 This site is targeted at England & Wales residents only. If you are not a resident of England and Wales DO NOT USE THIS SITE. In listing your place of residence and delivery address in our order form, you are representing to us that you are a resident of England & Wales. This is a representation on which we rely prior to accepting your offer to purchase our advertised goods and services.

15 Severability

15.1 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be

severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

16 Waiver

16.1 No failure or delay by us in exercising any right under these terms and conditions shall operate as a waiver of this right. Similarly, any single or partial exercise of any right shall not preclude any further exercise of any of these rights or the exercise of any other right.

17 Entire Agreement

17.1 These terms and conditions and any document expressly referred to in them and any guidelines or rules posted on our website constitute the entire agreement between Doesn't Grow on Trees and you in relation to the subject matter of these terms and conditions and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18 Matters beyond our reasonable control

18.1 We shall not be held liable for any breach of these terms and conditions if such a breach is caused by a matter beyond our reasonable control, including acts of God, internet failures, computer equipment failures, telecommunication equipment or other equipment failures, electrical power failures, fire, lightning, explosion, war, flood, industrial disputes, sabotage, severe weather, or acts of local or central Government or other competent authorities.

19 Taxes

19.1 Unless specified otherwise, all charges and rates set out in the terms and conditions shall include any applicable taxes (including VAT).

20 Changes to these terms and conditions

20.1 We reserve the right to revise these terms and conditions from time to time and the amended terms will be posted on our website. Any amendments to these terms and conditions will be effective immediately. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on our website.

21 Chat room and Forum rules

Your registration obligations

21.1 In consideration of your use of our chat areas and forums, you agree to:-

21.1.1 provide true, accurate, current and complete information about yourself when filling out our registration form; and

21.1.2 maintain and promptly update your registration data to keep it true, accurate, current and complete. If we have reasonable grounds to suspect that any information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your registration.

21.1.3 Your user name will be used to identify you in on-line competitions and chat areas. Have fun with your user name by all means but vulgar or offensive names will constitute a breach of these rules.

21.1.4 If you are offended by another user's screen name, please e-mail us at creditcrunch@btinternet.com immediately. Similarly if you are unsure about whether a username you would like to use may breach these rules, e-mail creditcrunch@btinternet.com for advice.

21.1.5 We are concerned about the safety and privacy of all our users, particularly children. Please remember that our chat areas are designed to appeal to a broad audience.

Accordingly, it is your responsibility to determine whether any use of the chat areas and our site is appropriate for a child.

On-line conduct

21.2 You understand that all data, text, software, music, sound, photographs, graphics, video, messages or other materials ('content'), whether publicly posted or privately transmitted, are the sole responsibility of the person from which the content originated.

This means that you, and not Doesn't Grow on Trees are entirely responsible for all content that you upload, post or e-mail via our chat areas and our site.

We do not control the content posted via any chat area and therefore do not guarantee the accuracy, integrity or quality of the content.

21.3 Under no circumstances will we be liable in any way for any content, including (without limitation) any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of your use of any content. You agree that you must evaluate and bear all risks associated with the use of any content including any reliance on its accuracy or completeness. You also understand that by using our chat areas and our site, you may be exposed to content that is offensive, indecent or objectionable.

21.4 You agree that you will not use any chat area or any part of our site to:

21.4.1 upload, post or e-mail any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

21.4.2 harm minors in any way;

21.4.3 impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or disguise the origin of any content;

21.4.4 'stalk' or otherwise harass another;

21.4.5 collect or store personal data about other users;

21.4.6 upload, post or e-mail any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;

21.4.7 upload, post or e-mail any content that infringes any intellectual property rights of any party;

21.4.8 upload, post or e-mail any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters', or any other form of solicitation;

21.4.9 upload, post or e-mail any content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;

21.4.10 disrupt the normal flow of dialogue, cause a screen to 'scroll' faster than other users of the chat areas are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; or

21.4.11 violate any applicable national or international laws or regulations.

21.5 You acknowledge that we do not pre-screen content but that we shall have the right (though not the obligation) in our sole discretion to move, modify or remove any content that is available on or via any chat area or our site generally.

21 Sanctions

22.1 As soon as we are made aware of activities that breach these rules, our terms and conditions or our privacy policy, prompt action will be taken. If you witness such breaches in the chat areas or anywhere else in our site, please notify Doesn't Grow on Trees

22.2 On being made aware of any such breaches, we may ban, delete or prohibit any content that relates to those breaches or that we judge harmful to individuals or the rights of Doesn't Grow on Trees or any of our affiliates, licensors or partners.

22.3 We reserve the right to take whatever action we deem necessary to prevent such breaches including the following:

22.3.1 breaches we deem minor may result simply in receipt of a warning or

22.3.2 breaches we deem serious may result in your automatic ban from our chat room, forum and our site generally.

22.3 We reserve the right to log all incidents and our decision is final in all such cases.

22.4 Any breaches may lead to us reporting your activities to your internet service provider, your employer, relevant authorities, or to legal action being taken against you, or both.

22.5 In addition we may at any time move, modify or remove any content or take further legal action as a result of breaches or suspected breaches of these rules, our privacy policy, any applicable laws or regulations or where our rights or third party rights are threatened or infringed.

23 Indemnity You agree to indemnify and hold us and our subsidiaries, affiliates, employees, officers, agents or partners harmless from and against any direct or indirect loss or damage (including consequential loss and loss of profits, goodwill or business opportunities arising from any third party claim in relation to any content you upload, post or e-mail on or through our chat areas or our site, your use of the chat areas and our site, or your breach of the provisions of these rules.

24 Changes

24.1 These Terms were published

25 Contact Us

This site is owned and operated Doesn't Grow on Trees If you have any questions about our site or the Terms & Conditions please contact us in writing at 16 Coopers Close Cv37 ORS