

DRAFT/Terms of use of this website

version dated 20th July 2010

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Please read the terms and conditions set out below carefully.

The use of these world wide web pages of **Johnston Consulting** (referred to in these Terms of use as "we", "us" and "our") is subject to the terms and conditions set out below.

Your use will be deemed to constitute your acceptance of these terms and conditions.

Non-acceptance of these terms

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We reserve the right in our sole discretion to modify, alter, amend or otherwise update or to remove any or all of these terms and conditions and our web pages at any time without further notice and you agree to be bound by any such modifications, alterations or updates to these terms and conditions.

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You may not create a database in electronic or structured manual form by systematically downloading and storing all or any of the content of this website.

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The following are all trade marks of **Johnston Consulting** which may or may not be registered in the country from which you are accessing this website:

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Personally Proactive™

Rising Stars™

skills for business, skills for life™

skills for business - skills for life™

Creating tomorrow's leaders, today™

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This section contains provisions which restrict the extent to which we are liable to you for any loss you may suffer in connection with your use of this web site. By using this website you also agree that you will be liable for any loss we (or certain people or businesses or organisations connected with us) suffer as a result of breach of these terms of use by you or by certain people connected with you.

Please read the following section carefully and if you do not agree to these conditions, please leave this website immediately.

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The information, materials and functions contained in the website (including text, graphics, links or other items) are provided on an "as is" basis. The information is for general purposes and guidance only and does not purport to constitute legal or professional advice.

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We may include links from time to time from this website to other internet sites. We have no control over the content of such sites and disclaim any liability in respect of your use of such sites.

The provision by us of a link to another website does not constitute any authorisation by us to you to access materials held at that location, nor is it evidence of any endorsement by us of the material held there.

Access abroad

This website is hosted in the United Kingdom and we make no representation that the information contained herein is appropriate or available for use in locations outside the United Kingdom.

Your liability

You agree that you shall be liable for any foreseeable and reasonable costs incurred by us in respect of any and all demands, liabilities, losses, costs and claims (including reasonable legal

fees incurred in defending any action or otherwise) sustained or incurred by us, our agents, suppliers, resellers, our clients, associates, consultants, officers or employees, and arising as a result of breach by you of these Website Terms of Use.

INTERPRETATION, LAW AND JURISDICTION

Headings

The headings are for convenience only and shall not affect the construction or interpretation of these Website Terms of Use.

Severability

Every provision of these Website Terms of Use shall be construed separately, applying and surviving even if for any reason any of these provisions is held inapplicable or unenforceable in any circumstances.

Law & jurisdiction

These Website Terms of Use shall be governed by and construed in accordance with Scots law and you agree to submit to the non-exclusive jurisdiction of the Scottish courts. You are responsible for compliance with any applicable laws of the country from which you access our website.

Contact details

If you have any queries about these Website Terms of Use, or any other aspect of our website, or you have a complaint, you can contact us by emailing info@johnston-consulting.com. Alternatively you can telephone +44 141 632 1211 – or by writing to us at 89 Lochleven Road, Glasgow Scotland United Kingdom G42 9RD. We shall try to respond to all communication received as quickly as we can.

Privacy Policy

version dated 20th July 2010

The privacy of our clients and contacts is important to us and we take care to safeguard it. This policy explains how we use your personal information.

Changes

Our privacy policy is regularly reviewed to make sure we continue to serve the privacy interests of our clients. We reserve the right to change and update this privacy policy and these changes will be posted on our web site. We encourage you to visit this page from time to time to ensure that you are aware of any changes we may have made.

Queries

If you have any queries concerning your personal information or any questions on our use of the information, please contact us at info@johnston-consulting.com.

Johnston Consulting is registered as a data controller with the Information Commissioner's Office (registration number XXX.)

You may ask us to cease sending marketing information at any time by emailing us at info@johnston-consulting.com or by writing to us at 89 Lochleven Road, Glasgow Scotland United Kingdom G42 9RD.

Volunteered

The information we collect via this website may include any personal details you type in and submit, such as your name, address, email address, etc.

IP addresses

The information we collect via this website may also include your IP address (this is your computer's individual identification number that is assigned to your computer when connected to the Internet) which is automatically logged by our web server. [This information is collected by our web server at XXX](#)

Cookies

In order to save you re-entering information, this website collects data which allows us to recognise you, your preferences and how you use this website. This data is collected by temporary "session cookies" from your navigation around the site. They remain in the cookie file in your browser during the session but are erased when you close your browser. The cookie file does not store your personal information. [For more information about cookies including how to set your browser to reject cookies please CLICK HERE??](#)

Compliance

Any personal information we collect from this website will be used in accordance with the Data Protection Act 1998 and other applicable laws.

Marketing

You do not have to give us any personal information in order to use most of this website. However, any information which you choose to give us via this website may be added to our marketing database and used by us for administration of our contacts and clients and for marketing our services and our events. We may send you information from time to time which we believe may be of interest to you, such as details of our services, legal updates and invitations to our events. It is possible that these messages will contain input from other companies or organisations with whom **Johnston Consulting** is dealing. You may ask us to cease sending marketing information at any time by emailing us at info@johnston-consulting.com or by writing to

us at the postal address noted above.

Statistics

The IP addresses logged by our web server may be used by us to perform technical diagnosis of our web site's performance on a statistical basis and to analyse interest in our website.

Law enforcement

We reserve the right to cooperate with law enforcement officials in the investigation of alleged unlawful activities of our clients or relating to our clients. We will have no legal liability for such disclosures.

Update/delete data

You can ask us to update or remove your personal information by emailing info@johnston-consulting.com or by writing to us at the postal address above. However, please note that we may need to keep some personal data in order to carry out any legal services you may ask us to perform.

Access to data

You also have the right to request a copy of any personal information we hold about you. To do this, simply write to us at the postal address noted above, enclosing a sterling cheque for £10 payable to **Johnston Consulting** to cover our administration costs or payment by alternative means as agreed.

Correct & update

Data Protection legislation states that we must ensure that personal data held by us is accurate and up-to-date. Please help us to fulfil this obligation by informing us of any changes in your personal details by contacting us at the email or postal address above.

More information

Detailed information about your rights under Data Protection legislation can be found on the website of the United Kingdom Information Commissioner, the address of which is (as at the date of this policy) www.informationcommissioner.gov.uk. The telephone number of the Information Commissioner's Office is 01625 545 700 (or (+44) 1625 545 700 if telephoning from outside the United Kingdom.)

Hyperlinks

This privacy policy only covers personal data collected via this website. While we carefully select the web sites to which we link, we are not responsible for the privacy practices or the content of these Web sites.