
WEBSITE TERMS AND CONDITIONS
HAMISH MACKENZIE CONSULTING

WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SITE – BY USING OUR SITE, YOU AGREE TO THESE TERMS

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website: WWW.BETTERBUILDSBIGGER.COM (**our site**).

1. *Who we are and how to contact us.*
 2. *By using our site, you accept these terms.*
 3. *There are other terms that may apply to you.*
 4. *We may make changes to these terms.*
 5. *We may make changes to our site.*
 6. *We may suspend or withdraw our site.*
 7. *You must keep your account details safe.*
 8. *How you may use material on our site.*
 9. *Do not rely on information on our site.*
 10. *We are not responsible for websites we link to.*
 11. *User-generated content is not approved by us.*
 12. *Our responsibility for loss or damage suffered by you.*
 13. *How we may use your personal information.*
 14. *Uploading content to our site.*
 15. *Rights you are giving us to use material you upload.*
 16. *We are not responsible for viruses and you must not introduce them.*
 17. *Rules about linking to our site.*
 18. *Which country's laws apply to any disputes?*
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1. WHO WE ARE AND HOW TO CONTACT US

- 1.1 Hamish Mackenzie Consulting (“We”, “Us”, “Our”) is a provider of business coaching and consultancy services.
- 1.2 WWW.BETTERBUILDSBIGGER.COM is a site operated by Mr Hamish Mackenzie. We are a sole trader business, trading as Hamish Mackenzie Consulting, whose primary business address is Richard-Wagner-Strasse 26B, 85540 Haar, Germany.
- 1.3 To contact us, please email info@hamishmackenzie.com.

2. BY USING OUR SITE, YOU ACCEPT THESE TERMS

- 2.1 By using our site, you confirm that you accept these Website Terms and Conditions, and that you agree to comply with them.
- 2.2 If you do not agree to these terms of use, you must **not** use our site.
- 2.3 We recommend that you print a copy of these Website Terms and Conditions for future reference.

3. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

- 3.1 These Website Terms and Conditions refer to the following additional terms, which also apply to your use of WWW.BETTERBUILDSBIGGER.COM:
 - 3.1.1 Our Privacy Policy: [\[INSERT LINK TO PRIVACY POLICY\]](#); and
 - 3.1.2 Our Cookies Policy: [\[INSERT LINK TO COOKIES POLICY\]](#).

4. WE MAY MAKE CHANGES TO THESE TERMS

- 4.1 Hamish Mackenzie Consulting may amend these Website Terms and Conditions from time to time.
- 4.2 Every time you wish to use our site, please check to ensure you understand the terms of use that apply at that time.

5. WE MAY MAKE CHANGES TO OUR SITE

- 5.1 Hamish Mackenzie Consulting may update and change our site from time to time to reflect changes to our products, services, our users' needs, and our business priorities.
- 5.2 We will try to give you reasonable notice of any major changes.

6. WE MAY SUSPEND OR WITHDRAW OUR SITE

- 6.1 WWW.BETTERBUILDSBIGGER.COM is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Hamish Mackenzie Consulting may suspend, withdraw, or restrict the availability of all, or any part of, our site for business and operational reasons.
- 6.2 We will try to give you reasonable notice of any suspension or withdrawal.
- 6.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Website Terms and Conditions, and other applicable terms of use of our site, and that they comply with them.

7. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

- 7.1 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 must **not** disclose it to any third party.
- 7.2 Hamish Mackenzie Consulting has 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 Website Terms and Conditions.
- 7.3 If you know, or suspect, that anyone other than you, knows your user identification code or password, you must promptly notify us.

8. HOW YOU MAY USE MATERIAL ON OUR SITE

- 8.1 Hamish Mackenzie Consulting is the owner/licensee of all intellectual property rights in WWW.BETTERBUILDSBIGGER.COM, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2 You may print one copy, and may 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.
- 8.3 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.
- 8.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 8.5 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.
- 8.6 If you print, copy, or download any part of our site in breach of these Website Terms and

Conditions, 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.

9. DO NOT RELY ON INFORMATION ON OUR SITE

9.1 The content on WWW.BETTERBUILDSBIGGER.COM 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 on our site.

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

10. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

10.2 Where our site contains links to other sites 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.

10.3 Hamish Mackenzie Consulting has no control over the contents of those sites or resources.

11. USER-GENERATED CONTENT IS NOT APPROVED BY US

11.1 WWW.BETTERBUILDSBIGGER.COM may include information and materials uploaded by other users, including to bulletin boards and chat rooms. This information, and these materials, have not been verified or approved by Hamish Mackenzie Consulting. The views expressed by other users on our site do not represent our views or values.

11.2 Please contact us if you wish to complain about information and materials uploaded by other users.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 Whether you are a consumer or a business user:

12.1.1 Hamish Mackenzie Consulting does 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 for fraud or fraudulent misrepresentation.

12.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any product or service to you.

12.2 If you are a business user:

12.2.1 Hamish Mackenzie Consulting excludes all implied conditions, warranties, representations, or other terms that may apply to WWW.BETTERBUILDSBIGGER.COM or any content on it.

12.2.2 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 the use of, or inability to use, our site; or the use of, or reliance on, any content displayed on our site.

12.2.3 In particular, Hamish Mackenzie Consulting 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.

12.3 If you are a consumer user:

12.3.1 Please note, we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.3.2 If defective digital content that Hamish Mackenzie Consulting has 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 either repair the damage or pay you compensation.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 Hamish Mackenzie Consulting will only use your personal information as set out in our Privacy Policy: [\[LINK TO PRIVACY POLICY\]](#).

14. UPLOADING CONTENT TO OUR SITE

14.1 Whenever you make use of a feature that allows you to upload content to WWW.BETTERBUILDSBIGGER.COM, or to make contact with other users of our site, you must comply with the content standards set out in this, and all other policies on our site.

14.2 You warrant that any such contribution does comply with those standards, that you will be liable to Hamish Mackenzie Consulting and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

14.3 Any content you upload to WWW.BETTERBUILDSBIGGER.COM will be considered non-confidential and non-proprietary. You retain all ownership rights in your content, but you

are required to grant Hamish Mackenzie Consulting a limited licence to use, store, and copy that content, and to distribute and make it available to third parties.

- 14.4 Hamish Mackenzie Consulting has the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our policies.
- 14.5 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you, to our site, constitutes a violation of their intellectual property rights, or of their right to privacy.
- 14.6 You are solely responsible for securing and backing up your content.

15. RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD

- 15.1 When you upload or post content to WWW.BETTERBUILDSBIGGER.COM, you grant Hamish Mackenzie Consulting the rights to use that content.

16. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

- 16.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 16.2 You are responsible for configuring your information technology, computer programmes, and platform to access our site. You should use your own virus protection software.
- 16.3 You must **not** misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful.
- 16.4 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.
- 16.5 You must **not** attack our site via a denial-of-service attack or a distributed denial-of service attack.
- 16.6 By breaching this provision, you would commit a criminal offence under Sec. 303b and Sec. 202a of the German Criminal Code. Hamish Mackenzie Consulting will report any such breach to the relevant law enforcement authorities, and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

17. RULES ABOUT LINKING TO OUR SITE

- 17.1 You may link to the home page of our site, provided you do so in a way that is fair and legal, and does not damage our reputation or take advantage of it.
- 17.2 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.
- 17.3 You must **not** establish a link to our site in any website that is not owned by you.

- 17.4 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.
- 17.5 Hamish Mackenzie Consulting reserves the right to withdraw linking permission without notice.
- 17.6 If you wish to link to, or make any use of, any content on WWW.BETTERBUILDSBIGGER.COM (other than that set out above), please contact us.

18. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

- 18.1 If you are a consumer, please note that these terms of use, their subject matter, and their formation, are governed by German law. We both agree that the courts of Germany will have exclusive jurisdiction.
- 18.2 If you are a business, these terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by German law. We both agree to the exclusive jurisdiction of the courts of Germany.

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