



Nexgen Development Software Limited

Registered in England & Wales

Company Number: **15752169**

Registered Office:

Ragan House

674 Knutsford Road

Warrington

WA4 1JH

United Kingdom

Website:

www.nexgen-development.co.uk

Support:

support@nexgen-development.co.uk

Last Updated 27th July 2026

Version 1.3

Website Terms and Conditions

1. Introduction

Welcome to the website of Nexgen Development Software Limited ("Nexgen", "we", "our" or "us").

These Website Terms of Use govern your access to and use of our website.

By accessing or using this website, you confirm that you accept these Terms of Use and agree to comply with them. If you do not agree with these terms, you should not use our website.

These Terms apply to all visitors to our website, whether browsing for information, making an enquiry or accessing information about our products and services.

2. About These Terms

These Terms of Use explain the rules governing your use of the Nexgen website.

They are intended to protect both you and Nexgen by setting out how our website may be used and the responsibilities of both parties.

These Terms apply solely to the use of this website. The purchase or use of any Nexgen software or services is governed by separate contractual agreements entered into between Nexgen and its customers.

3. Accessing Our Website

We make our website available free of charge for general information about Nexgen Development Software Limited, our products and our services.

We do not guarantee that our website, or any content on it, will always be available or uninterrupted. From time to time, we may suspend, withdraw, restrict or change all or part of the website for business, operational, maintenance or security reasons.

You are responsible for ensuring that anyone accessing our website through your internet connection is aware of these Terms of Use and complies with them.

Where areas of our website require login credentials or account access, you are responsible for maintaining the confidentiality of your account details and password. You must not share your login credentials with others or allow unauthorised access to your account.

We reserve the right to suspend or disable access to any account where we reasonably believe these Terms have been breached or where access presents a security risk.

4. Acceptable Use

You may use our website only for lawful purposes and in accordance with these Terms of Use.

When using our website, you agree that you will not:

- use the website in any way that breaches any applicable law or regulation;
- attempt to gain unauthorised access to the website, its servers, databases or any connected systems;
- knowingly introduce viruses, malware, ransomware, spyware, Trojan horses or any other malicious or harmful material;
- interfere with, disrupt or attempt to compromise the security, integrity or performance of the website;
- use automated tools, bots or scripts to interfere with the operation of the website, except where permitted by us;
- attempt to copy, reproduce or harvest information from the website for unlawful purposes;
- impersonate Nexgen, any Nexgen employee or any other individual or organisation;
- use the website in any manner that could damage, disable, overload or impair the operation of the website or affect the experience of other users.

We reserve the right to investigate any suspected misuse of the website and may suspend or restrict access where we reasonably believe these Terms have been breached. Where appropriate, we may also report unlawful activity to the relevant authorities.

5. Intellectual Property Rights

Unless otherwise stated, all intellectual property rights in this website and its content are owned by or licensed to **Nexgen Development Software Limited**.

This includes, but is not limited to:

- the Nexgen name, logo and branding;
- website design, layout and appearance;
- text, graphics, icons, images and videos;
- software, source code and functionality;
- downloadable documents, guides and publications;
- product descriptions, methodologies and business processes; and
- all other content made available through this website.

These works are protected by copyright, trade mark and other intellectual property laws.

You may view, download or print material from this website solely for your own internal business use and for evaluating Nexgen's products and services.

You must not copy, reproduce, modify, distribute, publish, sell, licence or commercially exploit any part of this website without our prior written permission.

Nothing contained within these Terms grants you any ownership rights or licence to use Nexgen's intellectual property except as expressly permitted.

6. Artificial Intelligence & Automated Access

You must not use any automated system or software, including artificial intelligence (AI) tools, bots, crawlers, spiders, scrapers or similar technologies, to access, extract, copy, reproduce or collect content from this website without our prior written permission.

This includes, but is not limited to:

- using website content to train artificial intelligence or machine learning models;
- copying or harvesting text, images, documentation, product information or other materials for commercial purposes;
- systematically extracting data from the website;

- using automated tools to monitor, mirror or replicate any part of the website; or
- accessing the website in a manner that places an unreasonable or excessive load on our systems.

Nothing in these Terms prevents the lawful indexing of publicly available content by recognised search engines where this is necessary to enable users to locate our website through standard internet search services.

We reserve the right to restrict, block or take appropriate legal action against any unauthorised automated access or use of our website.

7. Information on Our Website

We make reasonable efforts to ensure that the information published on this website is accurate and up to date. However, the content is provided for general information purposes only and should not be relied upon as professional, financial, legal or technical advice.

Information relating to our software, products, services and functionality is intended to provide an overview of our current offering. Features, specifications, integrations, pricing and service availability may change from time to time as our products continue to evolve.

Whilst we aim to keep the website current, we do not guarantee that all information will always be complete, accurate or free from errors or omissions.

Before making any business or procurement decision based on information contained on this website, we recommend contacting Nexgen directly to discuss your specific requirements.

Nothing on this website constitutes a contractual offer or forms part of any contract for the supply of software or services unless expressly agreed in writing.

8. Links to Third-Party Websites

Our website may contain links to third-party websites, applications or online services that are provided for your convenience and information.

These links do not imply that Nexgen endorses, approves or accepts responsibility for the content, products, services or opinions available on those websites.

We have no control over the availability, security, privacy practices or content of third-party websites and accept no responsibility for any loss or damage that may arise from your use of them.

If you choose to access a third-party website, you do so entirely at your own risk and should review that website's own terms of use, privacy policy and cookie policy before providing any personal information or using its services.

9. Website Availability

We aim to make our website available at all times and operate reliably. However, we do not guarantee that the website, or any content within it, will always be available, uninterrupted or free from errors.

From time to time, we may suspend, withdraw or restrict access to all or part of the website to carry out maintenance, upgrades, security improvements or other operational changes.

We will use reasonable endeavours to minimise disruption wherever possible, but we shall not be liable for any temporary unavailability of the website or any loss arising from your inability to access or use it.

We may also update, modify or remove content, features or functionality from the website at any time without prior notice.

10. Viruses, Security & Misuse

Whilst we take reasonable steps to protect our website and maintain appropriate security measures, we cannot guarantee that the website will always be free from viruses, malware or other harmful components.

You are responsible for ensuring that the devices, software and internet connections you use to access our website are appropriately protected with suitable security measures, including up-to-date antivirus software and security updates.

You must not:

- knowingly introduce viruses, malware, ransomware, spyware, Trojan horses or any other malicious or technologically harmful material;
- attempt to gain unauthorised access to our website, servers, databases or any connected systems;

- attack our website through denial-of-service (DoS), distributed denial-of-service (DDoS) attacks or any similar activity;
- interfere with, disrupt or attempt to compromise the security, integrity or availability of the website or its underlying infrastructure.

Any attempt to breach the security of our website may constitute a criminal offence. We reserve the right to investigate suspected breaches, suspend access where appropriate and report unlawful activity to the relevant law enforcement authorities.

11. Limitation of Liability

Nothing in these Terms of Use excludes or limits any liability that cannot legally be excluded or limited under the laws of England and Wales.

To the fullest extent permitted by law, Nexgen Development Software Limited excludes all implied warranties, representations and conditions relating to the use of this website.

We shall not be liable for any loss or damage arising from or in connection with your use of, or inability to use, this website, including (without limitation):

- loss of profits;
- loss of business or business opportunity;
- loss of revenue;
- loss of anticipated savings;
- loss of data;
- loss of goodwill or reputation; or
- any indirect, consequential or special loss or damage,

whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, even if such loss was foreseeable.

We do not guarantee that this website will be secure, free from defects, viruses or other harmful components, or that access will always be uninterrupted.

Where this website contains links to third-party websites or services, Nexgen accepts no responsibility or liability for the content, availability or security of those external websites.

If you are using this website as a consumer, nothing in these Terms affects your statutory rights

12. Privacy & Cookies

Your privacy is important to us.

Any personal information collected through this website is processed in accordance with our **Privacy Policy**, which explains how we collect, use, store and protect your personal information, together with your rights under applicable data protection legislation.

Our website also uses cookies and similar technologies to improve your browsing experience, understand how our website is used and support the delivery of our online services. Further information can be found in our **Cookie Policy**, including details of the types of cookies we use and how you can manage your preferences.

By continuing to use our website, you acknowledge that your personal information and use of cookies will be handled in accordance with these policies.

13. Changes to Our Website

We may update, modify or improve our website from time to time to reflect changes to our business, products, services, technology or legal requirements.

This may include updating website content, introducing new features, removing outdated information or making changes to the design and functionality of the website.

Whilst we aim to keep all information accurate and up to date, we do not guarantee that every page or feature will remain available or unchanged.

We reserve the right to amend, suspend or discontinue any part of the website at any time without prior notice.

14. Changes to These Terms

We may update these Website Terms of Use from time to time to reflect changes in our business, legal obligations, technology, products or services.

Any updates will be published on this page and will take effect from the date they are posted. The "Last Updated" date at the beginning of this document will always indicate the latest version.

By continuing to use our website after any changes have been published, you agree to be bound by the revised Terms of Use.

We recommend that you review these Terms periodically to ensure you remain aware of any updates.

15. Governing Law

These Website Terms of Use, and any dispute or claim arising out of or in connection with them or your use of this website, shall be governed by and interpreted in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from or relating to these Terms or your use of this website.

If any provision of these Terms is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

16. Contact Us

If you have any questions about these Website Terms of Use, or wish to contact us regarding your use of our website, please contact:

Nexgen Development Software Limited

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674 Knutsford Road

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WA4 1JH

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