



Terms of Use

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Your use of this website will be governed by the Terms and Conditions set out below and the terms of our privacy policy ("Terms and Conditions"). Please read them carefully.

Where you use this website to order specific goods and services from us, additional Terms and Conditions may apply to your order. Any additional Terms and Conditions that apply will be brought to your attention when you place an order.

We reserve the right to change these Terms and Conditions at any time without notice by posting changes on the website. It is your responsibility to familiarise yourself with the Terms and Conditions regularly to ensure that you are aware of any changes. Your use of the website after a change has been posted will signify your acceptance of the modified Terms and Conditions.

If you do not agree with these Terms and Conditions, please do not use this website.

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1. INTELLECTUAL PROPERTY

1.1 Copyright

All website design, text, graphics and the selection and arrangement of them are either Copyright © 2001-2005, KCOM Group PLC or its third party licensors. All rights are reserved.

1.2 Trade Marks

All trading names, brand names, products and service names and titles and copyrights used in the website are trade marks, trade names and service marks or copyrights of their respective holders. No permission is given by us for their use by any person other than such holders and such use may constitute an infringement of the holders' rights.

1.3 Restricted Use of website Content

Permission is granted to electronically copy or print portions of this website for your own personal, non-commercial use. Any other use of materials on this site without our prior written consent is strictly prohibited.

2. DISCLAIMER

- 2.1 We do not warrant that the website will be available at all times or that it is virus or error free. Whilst we make all reasonable attempts to exclude viruses from the website, we cannot ensure such exclusion and no liability is accepted for viruses. You are therefore recommended to take all appropriate safeguards before downloading information or images from the website.
- 2.2 The website is for information purposes only and is provided on an "as is" basis. We accept no liability for the accuracy, completeness, currency or truth (save for fraudulent representations) of any of the information contained in the website or for any reliance placed by any person on such information.
- 2.3 Any advice given on this website is for guidance purposes only. Any such advice should not be relied upon or used as a substitute for legal or other professional advice on your specific requirements.
- 2.4 Except as stated herein, all warranties, Terms and Conditions, whether express or implied, statutory or otherwise relating to information and material on this site or sites accessed through this site are excluded to the extent permitted by law. Any applicable warranties will be set out in our Terms and Conditions relating to the provision of our goods or services.

We will not, and our suppliers and licensors will not, be liable whether in contract, tort or otherwise for any loss or damage which:

- i. arises other than through our negligence or the negligence of our employees, agents or contractors; or
- ii. is not a reasonably foreseeable consequence of our negligence; or
- iii. is any business loss including, but not limited to, loss of revenue or loss of profits, or loss of anticipated savings or wasted expense, or data being lost or harmed, or for any indirect, special or consequential loss or damage of any kind arising from access to, or any use of the information and material contained on this site, or any site you may access through this site.

We do not restrict or exclude our liability for:

- i. personal injury or death directly caused by us or our employees whilst acting in the course of their employment with us or for fraud;
- ii. physical damage to your personal property up to £100,000 due to any one event or series of connected events where such damage is due to our negligence or the negligence of our employees, agents or contractors acting in the course of their employment with us;
- iii. any of our liabilities which cannot by law be excluded or restricted.

3. LINKS TO THIRD PARTY WEBSITES

- 3.1 Certain links on the website may lead to other websites - which are not under our control. The use of third party websites is entirely at your own risk and we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the website are provided to you only as a convenience and the inclusion of any link does not imply reliability and endorsement by us of the content of any third party's website.
- 3.2 These Terms and Conditions do not apply to any third party website linked to the website. You should read the Terms and Conditions of those websites before using them and direct any questions or comments about the linked website's contents to the relevant website provider.
- 3.3 You are not entitled (nor will you assist others) to set up links from your own websites to this website (whether by hypertext linking, deep-linking, framing, toggling or otherwise) without our prior written consent, which we may grant or withhold at our absolute discretion.

4. COMMUNICATIONS VIA THE WEBSITE

- 4.1 Where you are given the facility to enter information on to, or communicate via, the website you agree to use the website for lawful and civil purposes only and that you will not (nor allow others to):
 - 4.1.1 post or transmit any material which is offensive, racist, abusive, indecent, defamatory, obscene or menacing;
 - 4.1.2 impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any one or any entity;
 - 4.1.3 post or transmit any statements which are intentionally false or misleading;
 - 4.1.4 post or transmit any material which you do not have the right to transmit; or
 - 4.1.5 post or transmit any advertising, promotional materials or other forms of solicitation.
- 4.2 You agree to fully and effectively indemnify us and keep us fully and effectively indemnified from and against all costs, claims, liability, expenses (including legal expenses), damages and losses incurred by us as a result of a breach by you of the provisions contained in this clause 4, whether arising under tort, statute or otherwise.

5. CHANGES TO WEBSITE

We are serious about guarding the security of your personal information that we have under our control from unauthorised access, improper use and disclosure, unauthorised destruction or accidental loss. However we cannot guarantee the protection of your personal data as due to the nature of the internet, the website is theoretically accessible by any user of the World Wide Web. You should be aware that when you disclose personal information on the website it may be collected by another user and may result in unsolicited messages from other internet users.

We reserve the right in our sole discretion to change the content of the website from time to time.

6. ENTIRE AGREEMENT

These Terms and Conditions represent the entire understanding relating to the use of the website and supersede all other statements, representations or warranties (whether written,



made electronically or orally) made by us. Nothing in these Terms and Conditions shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms and Conditions are reserved by us.

7. SEVERANCE?

If any provision of these Terms and Conditions are found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms and Conditions which shall remain unaffected.

8. LAW AND JURISDICTION

These Terms and Conditions will be governed by the laws of England and Wales. Disputes arising in relation to this website shall be subject to the exclusive jurisdiction of the Courts of England and Wales.