

## WEBSITE TERMS OF USE

This page (together with the documents referred to on it) sets out the terms on which you may make use of our website <http://www.jamesburrell.com> ("our site") whether as a guest or as a registered user.

**Please read these terms of use carefully before you use our site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, you must stop using our site immediately.**

### Information about us

The site is owned by James Burrell Limited, a company registered in England and Wales with the registration number 218384. Our registered office address is Deptford Road, Gateshead, Tyne and Wear, NE8 2BR.

### Accessing our site

Access to our site is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason all or any part of our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

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 and you must not disclose it to any third party. We have the right to disable any user identification code or password (whether chosen by you or allocated by us) at any time if in our opinion you have failed to comply with any of the provisions of these terms of use or for any other reason.

You are responsible for making all arrangements necessary for you to have access to the site. It is your responsibility to ensure that you have adequate anti-virus and firewall software installed on the computer that you are using to access our site. You are also responsible for ensuring that all persons who access the site through your internet connection are aware of these terms of use and that they comply with them.

### Content

The content of the various pages contained on our site are for general information purposes only and do not constitute professional advice or price quotes on which reliance should be placed. James Burrell Limited does not accept any responsibility for any loss which may arise from accessing or reliance on information contained on our site.

Whilst we endeavour to ensure that the information on our site is correct, we give no warranty as to the accuracy, completeness or security of the material on our site.

We may make changes to the material on our site at any time without notice. The material on our site may be out of date and we make no commitment to update such material.

Unless otherwise stated, the copyright and all other intellectual property rights in all material on our site (including without limitation text, music, sound, photographs, graphical images, video, page layout and design, names, logos, trade marks and service marks) are owned by James Burrell Limited or its licensor. You agree that you will not copy, reproduce, republish, modify, upload, transmit, sell, lease, loan, license, sub-license or distribute any material by any means or in any manner on or downloaded from our site without our prior written consent, other than one copy for your own personal use.

### **Conduct and content standards**

Any material you transmit or post to our site shall be considered non-confidential and non-proprietary. We shall have no obligation with respect to any such material. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from our site any material:

- that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, promotes violence, is likely to embarrass, alarm, harass, upset or annoy another person or which may cause annoyance or inconvenience;
- for which you have not obtained all necessary licenses and/or approval;
- which constitutes or encourages conduct that is considered a criminal offence, gives rise to civil liability or is otherwise contrary to the law or infringes the rights of any third party in any country in the world; or
- which is technically harmful including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, denial-of-service attack or distributed denial-of-service attack, corrupt data or any other malicious software or harmful data.

We may from time to time provide interactive services on our site, including, without limitation:

- chat rooms;
- bulletin boards; and
- feedback boards.

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what type of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our conduct and content standards, whether the service is moderated or not.

We will determine, in our discretion, whether there has been a breach of our conduct and content standards. When a breach has occurred, we may take such action as we deem appropriate. Failure to comply with our conduct and content standards constitutes a material breach of the terms of use upon which you are permitted to use our site and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- issue a warning to you;
- take legal action against you;
- disclose information to law enforcement authorities as we feel is reasonably necessary.

#### **Links to and from other websites**

Links to third party websites on our site are provided solely for your convenience. We have not reviewed all of these third party websites and do not control and are not responsible for those websites or their content or availability. We do not endorse or make any representations about external websites or any material found there or any results that may be obtained from using them. If you decide to access any of the third party websites linked to on our site, you do so entirely at your own risk.

If you would like to link to our site, you may only do so on the basis that you link to, but do not replicate, the home page of our site, and subject to the following conditions:

- you do not remove, distort or otherwise alter the size or appearance of any of our logos;
- you do not create a frame or any other browser or border environment around our site;
- you do not in any way imply that we are endorsing any products or services other than our own;
- you do not misrepresent your relationship with James Burrell Limited and do not present any other source of information about us;
- you do not use any trade marks displayed on the site without our express written permission;
- you do not link from any website that is not owned by you; and
- your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person, firm or company or otherwise does not comply with all applicable laws and/or regulations.

We expressly reserve the right to revoke the right to link to our site granted above for breach of these terms or for any other reason and to take any action we deem appropriate.

## **Liability**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

- all conditions, warranties or other terms which might otherwise be implied by statute or common law;
- any liabilities for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or connection with the use, inability to use or results of the use of the site, any websites linked to it and any materials posted on it, including loss of income and revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data and loss of goodwill.

This does not affect our liability for death and personal injury arising from our negligence nor our liability for fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.

## **Privacy**

We will process information about you in accordance with our privacy policy [*insert link to privacy policy*]. By using the site, you consent to such processing and you warrant that all data provided by you is accurate.

## **Variation**

We may at our sole discretion vary, amend or revise these terms of use (or any part thereof) at any time by updating this posting.

## **Governing Law and Jurisdiction**

These terms of use should be governed by and construed in accordance with English law. Any dispute arising out of or in connection with these terms of use shall be subject to the exclusive jurisdiction of the English courts.