

# HOLROYD HOWE WEBSITE TERMS OF USE

Welcome to the Holroyd Howe website and thanks for visiting.

Please read these terms of use carefully because they, together with our Privacy Notice, set out the terms on which we make our website available to you. If you continue to browse and use this website, you are agreeing to comply with and be bound by these terms.

The Holroyd Howe website is controlled by Holroyd Howe Limited (company number 03319291) (“We”). We are registered in England and Wales and our registered office is TVP2, 300 Thames Valley Park Drive, Reading, Berkshire, RG6 1PT.

## INTELLECTUAL PROPERTY

All rights, including copyright and intellectual property rights, in and to this website including all graphics, photographs, text, artwork, logos, trademarks, visual interface, user interface and any computer code are owned by or licensed to Holroyd Howe. This means that you can use the content from this website for your own personal use, but you may not use any content on your own website or in any other public or commercial manner. If you want to do this, you must get our prior written consent. Any unauthorised use may give rise to a claim for damages and/or be a criminal offence.

## LINKS TO AND FROM OTHER WEBSITES

If you want to link to our website, please let us know before you do as you need to have our permission. If you would like to do so, please contact us on our “General Enquiry” form on our website. We have the right to withdraw linking permission at any time and without prior notice.

We provide links to other websites from time to time and this is done for your convenience, often to provide you with further information on something. Just because we link to a website, does not mean we endorse the website(s) and we cannot be responsible for the content of the linked websites. If you use the links and leave this website, you do so entirely at your own risk.

## ACCESS TO THE WEBSITE

We want you to be able to access our website 24/7 by as many methods of internet connection as possible and we will try and make sure you can; however, we can't be liable to you if for any reason the website is unavailable at any time or for any period.

The website may be suspended temporarily or permanently and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## VISITOR MATERIAL AND CONDUCT

Other than personally identifiable information (which is covered under our Privacy Notice), any material you transmit or post to the website (where this is possible), shall be considered non-confidential and non-proprietary. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied in the posting or upload for any and all our commercial or non-commercial purposes.

In keeping with the character and spirit of the website you are prohibited from posting or transmitting to or from the website any material:

- a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- b) for which you have not obtained all necessary licences and/or approvals; or
- c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the website including, without limitation, by hacking.

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of the above. In the event of such a breach, we reserve our right to remove any such material and your right to use our website will cease immediately.

## **SOCIAL NETWORKING**

These terms govern any reviews which you make on any Holroyd Howe related third party social networking sites such as our Twitter page. All comments, images, videos and any other type of material posted on any third party social networking site do not necessarily reflect the opinions and ideas of Holroyd Howe or its employees and we are not responsible for any such content. All such content must comply with these terms and with those of the third party networking site.

## **DISCLAIMER**

The information contained on our website provides general information about the Holroyd Howe business and the products and services we offer. Whilst every care is taken with the preparation of the content on the website, we do not accept responsibility for any errors or omissions on the website. The content on the website may be out of date, and we make no commitment to update such content.

Accordingly, to the maximum extent permitted by law, we provide you with the website on the basis that we exclude all representations, warranties, conditions and other terms (including without limitation the accuracy, timeliness, performance, completeness or suitability of the information and materials found on the website for any particular purpose). In particular, we do not represent or warrant that the website will be error-free, free of viruses or other harmful components, or that defects will be corrected. You must take your own precautions in this respect.

## **LIABILITY - PLEASE READ THIS CAREFULLY**

Neither we; nor our affiliates; nor anyone else who has helped develop, create, produce, maintain or deliver our website or the content of our website; nor officers, directors, employees, shareholders or agents of the afore mentioned shall be liable or responsible for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with or as a result of:

- the use of, or the inability to use, the website in any way;
- the use of, or reliance on, the content of the website;
- any websites linked to the website or the material on such third party websites; or
- any viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the website or your downloading of any material from the website or any websites linked to the website.

Please note that nothing shall exclude or limit our liability for death or personal injury caused by our negligence (as such term is defined by the Unfair Contract Terms Act 1977), fraud or misrepresentation as to a fundamental matter or any liability which cannot be excluded or limited under applicable law.

### **CHANGES TO THESE TERMS**

Please note that we may revise these terms at any time by updating this page. We recommend that you check this page from time to time to review these terms because they are binding on you.

### **GOVERNING LAW AND JURISDICTION**

These terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the English courts.

### **CONTACT DETAILS**

If you have any concerns or queries about material which appears on our website, have any suggestions for improvements, or if you have questions about your use of this website or these terms, please contact us using the "General Enquiry" form on our website. Our postal address for correspondence is Holroyd Howe Limited, TVP 2, 300 Thames Valley Park Drive, Reading, Berkshire, RG6 1PT.