

Allmanhall Website

Terms & Conditions – External

Last updated on: [21/05/2018]

1 ABOUT THESE TERMS & CONDITIONS

- 1.1 We, Allmanhall Limited ("**Allmanhall**", "**we**" or "**us**"), would ask that you take the time to read these Terms and Conditions carefully. They explain a number of things including, for example, the rules covering your use of this website as well as other information regarding your rights.
- 1.2 By using this website (the "**Website**"), you'll be confirming that you have read and understood and agree to these Terms and Conditions. These Terms and Conditions may change from time to time and, if they do, the up-to-date version will always be available on this Website. We will indicate at the top of these Terms and Conditions when they were last updated.
- 1.3 Please ensure that you check these Terms and Conditions regularly to view any changes which may have been made, because by continuing to use the Website after these Terms and Conditions have changed, you will be confirming that you have read and understood, and agreed to be bound by, any revised Terms and Conditions.

2 ABOUT US

The Website is operated by us. We are registered as a private limited company with company number 5935849 and our registered office is at Allmanhall Ltd, PO Box 4304, Corsham, SN15 9NE

2.1

3 YOUR INFORMATION AND PRIVACY

- 3.1 For a more detailed explanation of how we will collect, use and store information relating to you, and our commitment to protecting your privacy or how we use cookies, please see our:
 - Privacy Policy; and our
 - Cookie Policy.

4 ACCESSING OUR WEBSITE

- 4.1 The Website is made available to you free of charge.
- 4.2 We cannot guarantee to you that our Website will always be available or be uninterrupted. We allow access to the Website on a temporary basis, and we may suspend, withdraw, discontinue or change all or any part of the Website without notice.
- 4.3 In particular, our Website may be unavailable occasionally for maintenance, updating or otherwise. Where this happens, we apologise for any inconvenience caused. However, we shall not be liable to you for any loss, damages or inconvenience resulting from such unavailability.
- 4.4 We take great care in seeking to present accurate, transparent and useful information to you as a user. However, as an open platform there is content on this Website which is not generated by us, for example any third-party content. Therefore, we should let you

know that information on this Website might be out of date, incomplete, contain some errors or be in some way unreliable and we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date. You should also note that the content on our Website 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 Website.

- 4.5 You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.
- 4.6 Our Website is directed at users based in the UK. We do not represent that content available on or through our Website is appropriate for use in other locations.
- 4.7 If you have trouble using our Website with certain web browsers or other software or if you want to let us know how we can improve accessibility, please let us know by contacting us using the details provided in section 12 below. We appreciate your feedback and your suggestions will help us to improve our service to you.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 All text, graphics, audio, video or image files, content, software, applications and information displayed on or available from this Website, and all copyright, trade mark rights, design rights and other intellectual property rights in them (together, the "**Proprietary Content**") are the property of Allmanhall, our clients, suppliers or licensors. This includes, without limitation, the organisation and lay-out of the Website and the underlying software that is owned by us, our clients, suppliers or licensors.
- 5.2 By using the Website you're agreeing that Proprietary Content is available for personal use only and that you will not copy, reproduce, publish, distribute or dispose of in any way any Proprietary Content. Neither the Allmanhall name nor any trade mark, logo or design may be used or copied in any manner.
- 5.3 Proprietary Content is protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.4 Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged.
- 5.5 You must not use any part of the Proprietary Content for commercial purposes without obtaining a licence to do so from us or our licensors.

6 VIRUSES

- 6.1 We do not guarantee that the Website will be secure or free from bugs or viruses.
- 6.2 You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.
- 6.3 You must not misuse the Website or knowingly introduce viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 or, if you are not accessing the Website from within the UK the comparable legislation in the relevant jurisdictions. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by

disclosing your identify to them to the extent permitted by law. In the event of such a breach, your right to use the Website will cease immediately.

7 LIABILITY

- 7.1 Your use of any information or materials on this Website is entirely at your own risk, for which we shall not be liable. It shall be your responsibility to ensure that any services or information available through the Website meet your specific requirements.
- 7.2 We do 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.

8 LINKING TO OUR WEBSITE

- 8.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 8.2 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.
- 8.3 You must not establish a link to our Website in any website that is not owned by you.
- 8.4 Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the homepage without prior permission.
- 8.5 We reserve the right to withdraw linking permission without notice.

9 THIRD PARTY LINKS ON OUR WEBSITE

- 9.1 Our Website may contain links to other third party websites, resources, advertisements or sponsorships.
- 9.2 If you choose to access any of these links, you will be leaving the Website and since we don't have any control over these websites, we are not responsible for the content, advertising, products or services available from them, or for any dealings or disputes that you may have in relation to those websites. Allmanhall is not liable for any loss or damage which may be suffered as a result of the use of such links and third party websites. We would encourage you to review the terms and conditions and privacy policy on any new website you may choose to access because our terms and conditions and privacy policy will no longer be applicable.
- 9.3 We reserve the right to remove a link at any time.

10 SEVERABILITY

- 10.1 If any of these Terms and Conditions is held to be invalid, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law.

11 LAW AND JURISDICTION

- 11.1 These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

12 FINALLY —TALK TO US FOR ANYTHING ELSE

- 12.1 If you have any queries, comments or complaints regarding the Website or these Terms and Conditions, just get in touch.

You can write to us at:

Allmanhall Ltd
PO Box 4304
Corsham
SN15 9NE

You can also call us on: 01225 745520 our lines are open Monday to Friday.

Alternatively, you can email us at: hello@allmanhall.co.uk

- 12.2 The Website is provided for marketing purposes only. As such, although reasonable care has been taken to ensure that the content of the Website is not misleading, nothing in the Website should be taken as being a statement of fact, nor be relied on in any way. Any facts or figures stated in the Website may not be correct at the time of your reading. The copyright in the content of this Website belongs to Allmanhall and unauthorised copying is strictly prohibited.