

# TERMS AND CONDITIONS

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## TERMS AND CONDITIONS OF SALE

These terms and conditions tells you information about the legal terms and conditions (**Terms**) on which we (i) sell major domestic appliances, (hereinafter **Product(s)**), and (ii) provide any of the services which may include delivery or delivery and installation or repairs (**Services**) listed on this website (the **Site**) to you.

These Terms will apply to any contract between us for the sale of Products or Products and Services or for the provision of Services (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products or Products and Services and Services.

We amend these Terms from time to time. Every time you wish to order Products or Products and Services or Services, please check these Terms to ensure you understand the terms which will apply at that time.

### 1. INFORMATION ABOUT US

1.1. We are Whirlpool UK Appliances Limited, a company registered in England and Wales under company number 106725 and have our registered office at Morley Way, Peterborough, PE2 9JB. Our main trading address is Morley Way, Peterborough, PE2 9JB. Our VAT number is GB 513936740.

1.2. To contact us, please see our Contact us page.

### 2. OUR PRODUCTS

2.1. The images of the Products on the Site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2. All Products shown on the Site are subject to availability. Wherever possible, we list availability information for Products on the Site.

2.3. We will inform you by email if the Product you have ordered is not available and when it can be back in stock. .

2.4. We reserve the right to discontinue the sale of any Product or Service at any time without notice. We may decline or place quantity limits on your order at any time.

### **3. USE OF THE SITE**

Your use of the Site is governed by the terms of website use which can be found in the section [Terms of use](#). Please take the time to read these, as they include important terms which apply to you.

### **4. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our [Privacy Notice](#). Please take the time to read this, as it includes important terms which apply to you.

### **5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

5.1. You may only purchase Products and Services from the Site if you are at least 18 years old.

5.2. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.

5.3. After you place an order, we will confirm our acceptance of your order by sending you an email with confirmation of the Contract (**Confirmation Email**). The Contract between us will only be formed when we send you the Confirmation Email.

5.4. If we are unable to supply you with a Product and/or Service, for example because that Product is not in stock, the Product and/or the Service is no longer available or due to an administrative error on the Site, we will inform you as soon as possible. If you have already paid for the Products and Services, we will refund you the full amount as soon as possible.

### **6. DELIVERY OF PRODUCTS**

6.1. Any delivery date communicated to you is an estimate. If we are unable to meet the estimated delivery date, we will contact you as soon as possible with a revised estimated delivery date.

6.2. Whilst we are able to advise of a delivery date, we regretfully cannot confirm a precise delivery time. Delivery will be between 7am - 19:00pm

Day before delivery you will receive a text message to confirm the 3 hour delivery window.

On the Day of Delivery you will receive a text message confirming the driver will deliver within 1 hour window.

6.3. Delivery will be completed when we have delivered your MDA to the address you gave us.

6.4. If we require a signature at the time of delivery, you or a person over the age of 18 authorised by you (**Eligible Person**) must be available to accept the delivery. If we are unable to make the delivery on the agreed date because there is no Eligible Person at home then we will leave a card confirming that we have attempted delivery. It will then be your responsibility to contact us to arrange a new delivery date.

6.5. The delivery team will unpack your new Product(s) and position it in a suitable room of your choice. We ask you to check your new Product(s) carefully for any visible damage, and also check your home for any damage that may be caused during the delivery, before you sign the delivery documentation. Any comment related to damage to the Product(s) or to your home must be entered in the appropriate section of the delivery documentation.

6.6. The Product(s) will be your responsibility from the completion of delivery.

6.7. You own the Product(s) once we have received payment in full, including all applicable charges.

6.8. We deliver to addresses in mainland England, Scotland, Wales and Northern Ireland only.

## **7. REMOVAL AND CONNECTION SERVICES FOR PRODUCTS**

7.1. We will remove your old appliance and connect your new Product during the delivery process.

7.2. Connection of Product(s) will be carried out to existing services within one metre of the Product(s) only (one and a half metre for Range Style Gas or Dual Fuel Cookers). Included in the connection will be a test of the Product(s).

7.3. We will be unable to connect your new Product(s) if:

- a) any electrical/gas/plumbing supplies fail the delivery team's testing or are considered unsuitable;
- b) any water supply cannot be isolated or is unsuitable;
- c) any drainage/waste facilities are unsuitable;
- d) mechanical adjustments are required to the Product to overcome such things as water pressure problems;

e) alterations to pipe work are needed to satisfy the requirements of Product(s) with waterproofing devices.

7.4. We will only disconnect existing appliances prior to a connection if in our judgement the existing connection is sound and safe.

7.5. Please note that the Service provided by our delivery team is a connection, not an installation. An installation occurs where: a) no services or fittings are currently present; b) hard wiring is required; or c) any additional work such as plumbing is necessary.

7.6. If you need an installation, then please contact us using the details on our Contact us page.

## **8. PRICE OF PRODUCTS OR SERVICES**

8.1. The prices of the Products and Services will be as quoted on the Site.

8.2. The price of a Product and Service includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products and Services in full before the change in VAT takes effect.

8.3. We take all reasonable care to ensure that the prices of Products and Services are correct at the time when the relevant information was entered onto the system.

However if we discover an error in the price of Product or Service you ordered:

- (a) where the Products or Services correct price is less than the price stated on the Site, we will charge the lower amount in the case of dispatching the Products and providing the Services to you; and
- (b) if the Products and Services correct price is higher than the price stated on the Site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product and Service at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

## **9. HOW TO PAY**

9.1. You can only pay for Products and Services using payment options available on the website.

9.2. You will be directed to an external and secure site for the processing of your online payment. This service is hosted by a third party who are fully accredited by Visa and MasterCard. Their systems and security controls are based on current industry standards and

have several layers of technology in place to ensure the confidentiality of your information. Your full card details will never be seen, stored or accessed by us.

9.3. Payment for the Products and Services and all applicable charges (including delivery charges) needs to be made in full prior to the delivery of the Products or providing the Services.

## **10. OUR LIABILITY IF YOU ARE A CONSUMER**

10.1. If you are a consumer and we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

10.2. We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by law which cannot be excluded or restricted, including, but not limited to, your rights as a consumer as detailed in our Returns Policy; and
- (d) defective products under the Consumer Protection Act 1987.

10.3. Except as stated in the Contract and to the extent permitted by law, we exclude all conditions, warranties or terms which might otherwise be implied by law.

10.4. Subject to clause 10.2., our total liability to you in respect of any loss arising under or in connection with the Contract (howsoever arising) shall in no circumstances exceed 100% of the Products charges.

## **11. OUR LIABILITY IF YOU ARE A BUSINESS CUSTOMER**

11.1. If you are a business customer, we only supply the Products for internal use by your business, and you agree not to use the Products for any resale purposes. Subject to clause

11.2. we have no liability to you arising under or in connection with the Contract, for any: a) loss of profit, sales, business or revenues; b) loss of business opportunity; c) business interruption; d) loss of anticipated savings; e) loss of goodwill; or f) any indirect or unforeseeable loss.

11.2. We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any breach of the terms implied by law which cannot be excluded or restricted.

11.3. Except as stated in the Contract and to the extent permitted by law, we exclude all conditions, warranties or terms which might otherwise be implied by law.

11.4. Subject to clause 11.2., our total liability to you in respect of any loss arising under or in connection with the Contract (howsoever arising) shall in no circumstances exceed 100% of the Product charges.

## **12. EVENTS OUTSIDE OUR CONTROL**

12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 1

12.2. An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, pandemic or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

12.3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects the provision of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## **13. COMMUNICATIONS BETWEEN US**

13.1. Contact information:

- (a) To discuss any issues relating to cancellation of the Contract, refunds or any faulty or damaged Products, then please refer to the Returns Policy for the relevant contact details.
- (b) If you wish to contact us in writing for any other reason, you can contact us by email, post or by telephone. For further details please visit our Contact us page.

13.2. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

## **14. RIGHT TO CANCEL, REFUNDS AND DISCOUNT**

14.1. Your rights to cancel the Contract and your rights to a refund or discount are detailed in the [Returns Policy](#).

## **15. OTHER IMPORTANT TERMS**

15.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

15.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our Guarantee (as detailed in our Returns Policy) to the recipient of the gift without needing to ask for our consent.

15.3. This contract is between you and us. No other person shall have any rights to enforce any of its terms. However, if you are a consumer, the recipient of your gift of any Product will have the benefit of our Guarantee (as detailed in our Returns Policy), but we and you will not need their consent to cancel or make any changes to these Terms.

15.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.6. If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products and Services through the Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

15.7. If you are a business customer, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **16. ALTERNATIVE DISPUTE RESOLUTION REGULATIONS 2015**

16.1 If you make a complaint to us in relation to any Products or Services that we supply and that complaint remains unresolved as between you and us after you have exhausted our internal complaint process, we will write to you with the name and web address of a certified ADR provider, who is listed on the Chartered Trading Standards Institute website

(<http://www.tradingstandards.uk>) and who is able to assist in resolving disputes relating to our Products and Services.

16.2 When we provide you with the details of a certified ADR provider, we will confirm to you whether we are willing to use ADR to resolve your complaint.

16.3 In accordance with EU Regulation 524/2013 on online dispute resolution for consumer disputes, here is a link to the EU's ODR platform: <http://ec.europa.eu/consumers/odr/>. The company email address is [uksales@whirlpool.com](mailto:uksales@whirlpool.com).

## 17. MANUFACTURER'S GUARANTEE

17.1 Your purchase of a Product has the benefit of a manufacturer's guarantee (**Guarantee**) as detailed in the Returns Policy.

## RETURNS POLICY

This returns policy (**Policy**) tells you information about your rights under the Consumer Contracts Regulations 2013 and Consumer Rights Act 2015 for (i) the sale of any finished product, which consists of major domestic appliances (**Products**) and (ii) for the provision of any services which may include delivery or delivery and installation or repairs (**Services**).

These terms will apply to any contract between us for the sale of Products or Products and Services or for the provision of Services (**Contract**).



We amend these Terms from time to time. Every time you wish to order Products or Products and Services or Services, please check these Terms to ensure you understand the terms which will apply at that time.

## **Cancellation of the Contract prior to the use of the Product or completion of the Services**

### **1. CONTRACT CANCELLATION UNDER THE CONSUMER CONTRACTS REGULATIONS 2013**

1.1. If you are a consumer and you have purchased a Product or Products and Services, you have a legal right to cancel the Contract at any time before or up to 14 days after you have received the Products. This means that during the relevant period if you change your mind or for any reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract.

1.2. For the provision of Services, you have the legal right to cancel the Contract at any time up to 14 days on which the Contract was made. This means that during the relevant period if you change your mind for any reason you decide you do not want to go ahead with the Service, you can notify us of your decision to cancel the Contract.

1.3. To cancel the Contract, you can call us on 0344 8224 224 or email us at [uksales@whirlpool.com](mailto:uksales@whirlpool.com) or use our Cancellation Form.

1.4. Your purchase of a Product must be complete, unused and in the same condition as when you received it e.g. if you have removed the Product from the box to examine it you must have done so without damaging or marking it. The Product must be returned with any accessories.

1.5. By entering into a Contract for the purchase of Services, you acknowledge that you will have no right to cancel the Service, where a Service has been started within the cancellation period at your request and has been fully completed before the cancellation period is over.

1.6. Where a Service has been started within the cancellation period at your request, but has not been completed, you still have the right to cancel. However, you will have to pay to us the reasonable costs for the work that we have done up to when you informed us of your decision to cancel.

1.7. We will refund the price you may have paid for the Product or Products and Services or Services and if applicable, any basic delivery cost less any deductions which apply in accordance with this Policy, to the card with which you made payment.

1.8. If your Product(s) has been delivered, then it will be your responsibility to arrange for us to collect the Product(s). In the case that we will recover the Product(s) from you, we will charge you a fee of £50 inclusive of VAT to cover the costs that we will incur.

## Refunds, returns and discounts

### **2. SHORT TERM RIGHT TO REJECT UNDER CONSUMER RIGHTS ACT 2015**

2.1. If you are a consumer, you have a legal right to reject any Products which do not conform to the Contract at any time before or up to 30 days from the later of delivery or installation of the Products. This right does not apply to the provision of Services and is separate and in addition to your right to cancel the Contract as set out in paragraph 1 above.

2.2. The Contract for the purchase of Products can be cancelled if the Products are not: (i) of satisfactory quality; (ii) fit for a purpose made known to us before you purchased the Product; (iii) as described on our website or any other product guide we have provided you with; or (iv) the installation of the Products was undertaken by us and was performed incorrectly.

2.3. If you notify us of your intention to exercise your right to reject a Product within the 30 day period specified in paragraph 2.1 above, then we may offer you a repair or replacement of that Product in accordance with paragraph 3 below. If you agree to such repair or replacement then your right to reject the Product is suspended for a reasonable time whilst we undertake such repair or replacement. Following completion of the repair or replacement, if the Product still does not conform to the Contract, you will have the longer of (i) 7 days from receiving the repaired or replaced Product, or (ii) the remainder of your original 30 day period to reject such Product.

2.4. To reject a Product, you can call us on 0344 8224 224 or email us at [uksales@whirlpool.com](mailto:uksales@whirlpool.com). When contacting us, you must inform us of why you are rejecting the Product(s).

2.5. We will refund, in full, the price which you have paid for the Product, including any delivery or installation charges, within 14 days of us agreeing that the refund is due.

2.6. If your Product(s) has been delivered, then we will contact you in order to arrange a convenient time for collection of the Product(s).

### **3. RIGHT TO REPAIR, REPLACEMENT OR REPEAT PERFORMANCE UNDER THE CONSUMER RIGHTS ACT 2015**

3.1. If you are a consumer, you have a legal right to request a repair or replacement of any Products which do not conform to the Contract or to request that we re-perform any Services in order to ensure that they conform to the Contract. In addition, if you notify us of your intention to exercise your short-term right to reject a Product, then we may offer you a repair or replacement of that Product.

3.2. To request a repair or replacement of a Product or the repeat performance of any Services, you can call us on 0344 8224 224 or email us at [uksales@whirlpool.com](mailto:uksales@whirlpool.com). When contacting us, you must inform us of why you require a repair or replacement of the Product or the reperformance of the Services.

3.3. If the Product or Services still do not conform to the Contract following repair, replacement or repeat performance, if we are unable to offer a repair, replacement or repeat performance because this would be impossible or if we have failed to carry out such repair, replacement or repeat performance within a reasonable time or without causing you significant inconvenience, then you will have the right to a price reduction as set out in paragraph 4 below or, in the case of Products only, to reject the Products as set out in paragraph 5 below.

#### **4. RIGHT TO A PRICE REDUCTION UNDER THE CONSUMER RIGHTS ACT 2015**

4.1. Where you have purchased Products and/or Services and one of the circumstances in paragraph 3.3 applies, you have the right to request a price reduction and to receive a refund for any amount which you have paid us in excess of the reduced price.

4.2. To request a price reduction, you can call us on 0344 8224 224 or email us at [uksales@whirlpool.com](mailto:uksales@whirlpool.com).

4.3. If you are entitled to a refund you will receive this within 14 days of us agreeing that the refund is due.

#### **5. FINAL RIGHT TO REJECT UNDER THE CONSUMER RIGHTS ACT 2015**

5.1. Where you have purchased Products and one of the circumstances in paragraph 3.3 applies, you have the right to reject the Products.

5.2. To exercise your final right to reject the Products, you can call us on 0344 8224 224 or email us at [uksales@whirlpool.com](mailto:uksales@whirlpool.com).

5.3. If you reject the Products within six months of them being delivered or installed then you will receive a full refund of any price paid for the Product including any delivery or installation charges within 14 days of us agreeing that the refund is due.

5.4. If you reject the Products later than six months after they are delivered or installed then we may make a deduction in order to take account of the use you have had of the Products in the period since they were delivered.

5.5. When determining the amount of any deduction for use we will consider: (i) the period of time since you received the Product; (ii) the type of Product; (iii) the intended use of the Product; (iv) the expected use of the Product; and (v) any signs or extent of use of the Product.

Where appropriate, the amount of any deduction for use may be the full price you paid for the Product.

5.6. You will receive any refund within 14 days of us agreeing that the refund is due.

### **Manufacturer's Guarantee**

## **6. PRODUCT MANUFACTURER'S GUARANTEE**

6.1. Your purchase of a Product has the benefit of a manufacturer's guarantee ("Guarantee"), which covers your Product for 24 months from date of purchase. Please refer to the certificate of Guarantee contained within the box of your purchase for more information. Our Guarantee is in addition to your statutory rights as detailed above.

**CANCELLATION FORM**

To: Whirlpool UK Appliances Limited, Morley Way, Peterborough, PE2 9JB

0344 8224 224      [uksales@whirlpool.com](mailto:uksales@whirlpool.com)

I/We [\*] hereby give notice that I/We [\*] cancel my/our contract of sale for the following goods [\*]/ for the supply of the following service [\*],

Ordered on [\*] / received on [\*]

Name of consumer(s): .....

Address of consumer(s): .....

.....

Order Reference Number: .....

Date: .....

Signature of consumer(s) (only if this form is notified on paper:

.....

[\*] Delete as appropriate

## **Terms of use**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of this website (our "Site"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the 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, please refrain from using our Site.

### **ACCESSING OUR SITE**

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service or content we provide on our Site without notice. We provide no commitment or guarantee that our Site will be available at all times and from time to time we may need to restrict access to some parts of our Site, or our entire Site, to users, including users who have registered with us.

You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms, and that they comply with them.

### **PROHIBITED USES**

You may use our Site only for lawful purposes. You may not use our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the User Content (as detailed below).
- To transmit, or facilitate the sending of, any unsolicited or unauthorised advertising or promotional material or any similar spam messages.

### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Unless otherwise authorised within these terms, you must not copy, modify, alter, publish, distribute, sell or transfer any materials published on our Site. All such rights are reserved.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics as well as any accompanying text, except what is provided for in the section Social Media below.

Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged.

You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us or our licensors. Any materials used for commercial purposes in the absence of a licence will be prosecuted and charged for damages.

### **TRADE MARKS**

All trademarks, service marks, and trade names are trademarks or registered trademarks of or licensed to companies belonging to the Whirlpool Corp. Group.

### **OUR SITE CHANGES REGULARLY**

We aim to update our Site regularly, and may change the content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

### **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our Privacy Notice. Please take the time to read this, as by using our Site, you consent to us processing your data on the terms detailed in the Privacy Notice.

### **USER CONTENT**

The Site may enable you and others to submit reviews, ratings, comments, photos, videos, or other content ("User Content"). You acknowledge that you are solely responsible for your User Content, your User Content is not confidential or proprietary to you, and others may access or use your User Content. You will only submit User Content if: you are the sole author and owner of all rights to the User Content or have all necessary permissions; your submission is in accordance with these Terms and any other guidance we provide on the Site; and your submission complies with all applicable laws and regulations. We retain sole discretion to remove any User Content from our Site for any reason.

You will not submit User Content that may cause injury to any person or entity; is false or misleading; infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; violates anyone's rights to privacy or publicity; violates any law or regulation; includes content or links to content that could be considered defamatory, libelous, knowingly false, fraudulent, indecent, violent, obscene, profane, hateful, racially or religiously biased, threatening, or harassing; is inconsistent with the safe and proper use of any Whirlpool product or service; or promotes commercial activities and/or sales without our prior written consent.

Other than your personal information (e.g., your name, address, and email address), you grant us and our authorized third-party affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable license to your User Content, including any username or social media handle you used when submitting the User Content. This includes the right to use, copy, modify, adapt, publish, translate, transform, create derivative works from, sell, and/or distribute your User Content. You acknowledge that all your User Content may be used and shared by us with third parties.

**YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SITE, YOUR USER CONTENT, OTHERS' USER CONTENT THAT YOU CHOOSE TO USE, AND ANY CONSEQUENCES THEREOF.**

User Content applies to any and all material which you contribute to our Site, and to any interactive services associated with it.

Any User Content must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in any country from which they are posted.

## **INTERACTIVE SERVICES**

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

- Chat rooms.
- Bulletin boards.

### **("Interactive Services")**

Where we do provide any Interactive Service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) 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 kind of moderation to use) in the light of those risks. We shall have no responsibility for any use of any Interactive Service by a user in contravention of our User Content, whether the service is moderated or not.

The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian.

Where we do moderate an Interactive Service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **SOCIAL MEDIA**

We welcome you to share User Content and information about our products and services through social media. When you use social media to share Site content, you grant us the right to reproduce and publish your social media posting and to use the username / social media handle that you used when sharing the content. You are responsible for complying with the terms and conditions of social media platforms. You agree that you will not share Site contents to post or transmit any material which violates or infringes in any way upon the rights of others or which is unlawful, abusive, defamatory, vulgar or otherwise objectionable or which contains any advertising or solicitation with respect to products or services or the Company.

## **LINKING TO OUR SITE**

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, but 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.

You must not establish a link from any website that is not owned by you.

Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the User Content set out above.

## **LINKS FROM OUR SITE**



Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack or interrupt our Site or attempt to make our Site or network unavailable.

By breaching this provision, you may commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

We will not be liable for any loss or damage caused by third party activity, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

#### **VARIATIONS**

If any provision of these terms of use is held unenforceable, that provision shall be considered amended in a manner that eliminates the unenforceability, and all other provisions shall remain effective as originally written.

We may revise these terms of use at any time by amending this page (or any documents or pages referenced within these terms). You are expected to check this page (and any documents referenced within these terms) from time to time to take notice of any changes we made, as they are binding on you if you use the Site.