

## Website Terms of Use

These terms and conditions (**Website Terms of Use**) shall apply to your use and access of our website [www.gscontracts.com](http://www.gscontracts.com) (**Website**). Your use of the Website constitutes your agreement to be bound by these Website Terms of Use.

These Website Terms of Use apply in addition to our:

- Privacy Policy [www.gscontracts.com/pdfs/privacy.pdf](http://www.gscontracts.com/pdfs/privacy.pdf) (*our policy in respect of how we handle any personal data we hold about you*)

**This Website is intended for use by United Kingdom residents only.**

### 1. Information about who we are

- 1.1. [www.gscontracts.com](http://www.gscontracts.com) is a website owned and operated by GS Contracts (Joinery) Limited (**we** or **us**). We are registered in England and Wales under company registration number 02734245 and at registered office GS House, Moorside, Colchester, Essex, CO1 2TJ. Our VAT number is GB594975370.
- 1.2. If you have any questions about these Website Terms of Use then you should contact us at GS House, Moorside, Colchester, Essex, CO1 2TJ.

### 2. Intellectual Property

- 2.1. We take the protection of our intellectual property rights seriously.
- 2.2. The content of the Website is protected by international laws of copyright, design rights, database rights, trade marks and other intellectual property rights. This covers, for example, text, sound, graphics, video, logo, software on the Website and the look and feel of the Website itself.
- 2.3. We grant you the rights to (a) retrieve and display the content of the Website on a computer screen; (b) store such content electronically on disc (but not on a server or other storage device connected to a network); and (c) print one copy of such content for your personal non-commercial use. This is a non-exclusive and non-transferable right and it is conditional and you keeping intact all and any copyright and other proprietary notices.
- 2.4. Other than the rights we grant to you as provided in clause 2.3 you are not permitted to modify, copy or distribute or use for commercial purposes any of the content or materials on the Website without our prior written permission.

### 3. Website Availability and Access

- 3.1. It is in the nature of the internet and electronic communications generally that there may be times when you are unable to access the Website. We may also restrict your access to the Website in order to allow us to prepare, maintain or introduce new functionality and services to the Website. We cannot guarantee that the Website will be fault free or meet with your particular requirements.

### 4. Registration

- 4.1. From time to time we may provide the facility for you to register on the Website. Where we do so you must provide us with true and accurate information, and

notify us immediately if the information changes. If you do not provide true and accurate information then we may not be able to contact you effectively.

- 4.2. You may also be required to create a password, and if so, it is your responsibility to keep this password confidential and not to disclose or share it with anyone. If you suspect or know that someone else knows your password then you should notify us immediately. We may require you to reset your password or suspend your account if we have reason to believe that there is or is likely to be a breach of security or misuse of the Website.
- 4.3. We may suspend or cancel your registration with immediate effect if in our opinion you are in breach of this Website Terms of Use or any other terms and conditions on our Website.

## **5. Prohibited Uses of our Website**

- 5.1. You are not allowed to use our Website for any of the following purposes:
  - (a) interfering with any other users use or enjoyment of the Website;
  - (b) transmitting any material that is or encourages a criminal offence or breaches any law or regulation;
  - (c) disseminating any harassing, abusive, threatening, vulgar, harmful, libellous, unlawful, obscene or other objectionable material;
  - (d) transmitting or making or storing electronic copies of material protected by intellectual property rights without the permission of the owner;
  - (e) introducing any malicious or other harmful technology, attacking or attempt to attack our Website via a denial-of-service or distributed denial-of-service, or attempting to gain unauthorised access to the Website; and
  - (f) framing our Website on any other website or creating a link to any part of our Website other than the home page. If you wish to provide a link to our Website home page then this must only be done provided it does not take advantage of or damage our reputation. Nor should any such link suggest that we have an association with you if we don't or suggest any endorsement or approval.
- 5.2. If you breach clause 5.1 you will be responsible for any loss and damage we suffer.

## **6. Our Liability**

- 6.1. Subject to clause 6.3, the Website and it's contents are provided on a purely 'as is' basis without any representation or warranty or condition and whether in respect of it's accuracy, completeness, suitability for any particular purpose or otherwise. The contents of the Website are for information purposes only and are not advice which can be relied upon.
- 6.2. Subject to clause 6.3, we shall not be liable for any loss or damage (including without limitation any liability for any direct, indirect or consequential loss or damage) arising out of or in connection with your use of the Website, your inability to use the Website, any websites linked to or from the Website, including, without limitation any liability for loss of profits or for any other loss or

damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

- 6.3. Nothing in clauses 6.1 and 6.2 shall affect our liability for death or personal injury arising from our negligence nor from any other liability which cannot be excluded or limited under applicable law.

## **7. Linking to our Website**

- 7.1. We may include links on our Website to other websites. We have no control over the content or availability of any such other websites and accordingly we accept no responsibility for any loss or damage you suffer from your use of them.

## **8. Advertising and Sponsorship**

- 8.1. If we allow any third parties to include advertising or sponsorship on our Website we shall not be responsible for any error or inaccuracy in this content.

## **9. Notices**

- 9.1. All notices given by you to us must be given to us at [*insert relevant address*].
- 9.2. We may give notice to you at either the email or postal address you provide to us when registering on our website or placing an order. Notices shall be deemed received and properly served (a) immediately when posted on our website; (b) 24 hours after an email is sent; or (c) three days after the date of posting of a letter. Notice shall be proved, in the case of a letter, if such letter was properly addressed, stamped and placed in the post and, in the case of an email if that such email was sent to your specified email address.

## **10. General Provisions**

- 10.1. We may update these Website Terms of Use from time to time. You should check this page from time to time to take notice of any updates we may make as any such changes will be binding on you. If you do not wish to accept any update, or if you do not agree to this version of the Website Terms of Use, then you should not continue to use the Website.
- 10.2. You may not transfer your rights under these Website Terms of Use without our prior written consent. We may transfer our rights under these Website Terms of Use. We may also sub-contract the performance of any of our obligations under these Website Terms of Use without giving you notice.
- 10.3. We shall have no liability for any breach by us of these Website Terms of Use caused by circumstances outside of our reasonable control.
- 10.4. If we fail to exercise any of the rights or remedies to which we are entitled under these Website Terms of Use this shall not constitute a waiver of any such rights or remedies. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- 10.5. If any of the provisions of these Website Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provisions will to that extent be severed but the remaining provisions will continue to be valid to the fullest extent permitted by law.

- 10.6. These Website Terms of Use, together with our Terms and Conditions and Privacy Policy and any other document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract between us and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 10.7. We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these Website Terms of Use.
- 10.8. We have the right to revise and amend these Terms and Conditions, our Privacy Policy and Website Terms of Use from time to time.
- 10.9. Nothing in these Website Terms of Use shall create a relationship of partnership, employment or agency between us.
- 10.10. A person who is not a party to a contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of a contract.

## **11. Law and Jurisdiction**

These Website Terms of Use shall be governed by English law and the English courts shall have exclusive jurisdiction.