

## WEBSITE TERMS AND CONDITIONS OF USE

This page (together with the documents referred to in it) sets out the terms and conditions of use on which you make use of our website <https://fleminghowden.co.uk/> (Site). Please read these terms carefully before you start to use the Site. By using our Site, you indicate that you accept these terms and conditions of use and that you agree to abide by and be legally bound by them. If you do not agree to these terms and conditions of use, please refrain from using our Site.

**(a) Information about us:**

<https://fleminghowden.co.uk/> is a site operated by Fleming Howden, a business division of Cereform Ltd, (“Company”, “we” “us” or “our”). We are registered in England and Wales under company number 00346958 and have our registered office at Weston Centre, 10 Grosvenor Street, London, W1K 4QY. Our trading address is at Unit 2, Edinburgh Distribution Park, Cliftonhall Road, Newbridge, EH28 8PJ. Our VAT number is GB 341 00 9110.

**(b) 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 our Site is unavailable at any time of for any period.

From time to time, we may restrict access to some parts of our Site, or our entire Site.

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. The safe keeping of your security information is your responsibility. We will not be liable for any losses arising from your failure to ensure your security information is kept safe and confidential. 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 and conditions.

You are responsible or 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.

(c) **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. We do not accept any liability for any out of date material on our Site.

(d) **Intellectual Property:**

The names, images and logos identifying the Company or third parties and their products and services are subject to copyright, design rights and trade marks of the Company and/or third parties. Unless expressly stated in these terms and conditions, nothing contained in these terms and conditions shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of the Company or any other third party.

You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use our Site content in any way. You also agree not to adapt, alter or create a derivative work from any of our Site's content except for your own personal, non-commercial use. Subject to an express permissions contained in these terms and conditions any other use of our Site's content requires the prior written permission of the Company.

You agree to use our Site only for lawful purposes in accordance with these terms and conditions, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of our Site. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within our Site.

(e) **Disclaimers and Limitations of Liability:**

OUR SITE'S CONTENT, INCLUDING THE INFORMATION, NAMES, IMAGES, PICTURES, LOGOS AND ICONS REGARDING OR RELATING TO THE COMPANY AND/OR ITS PRODUCTS AND SERVICES (OR TO THIRD PARTY PRODUCTS AND SERVICES), IS PROVIDED "AS IS" AND ON AN "IS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR ANY KIND OF WARRANTY MADE (WHETHER EXPRESS OR IMPLIED BY LAW) TO THE EXTENT PERMITTED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY AND ACCURACY.

Under no circumstances will the Company be liable for any of the following losses or direct

indirect, consequential, special or exemplary damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue, anticipated profits or contracts; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) wasted management or office time or (g) losses suffered by third parties, whether cause by tort (including negligence), breach of contract or otherwise, even if foreseeable arising from the use of our Site regardless of the form of action, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

The Company does not warrant that functions contained in our Site's content will be uninterrupted or error free, that defects will be corrected, or that our Site or the server that makes it available is free of viruses or bugs. We will not be liable to you for any loss or damage caused by any virus or other technological harmful material that may infect your device, computer programme, data or other proprietary material due to your use of our Site or to you downloading any material posted on it, or any website linked to it.

**(f) Information about you and your visits to our Site:**

We process information about you in accordance with our Privacy Policy <https://fleminghowden.co.uk/privacy-policy/> . By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

**(g) Linking to our Site:**

The Company permits links to our Site provided: (a) you do not remove or obscure, by framing or otherwise, any content, including but not limited to the copyright notice and other notices, (b) you do not directly or indirectly cause any portion of our Site to appear on a user's computer screen with any material (e.g. URL, text, graphics, pop-up window, audio or other) supplied by or associated with you or a third party; (c) you give the Company notice of all such links by sending an e-mail to [info.ukie@abmauri.com](mailto:info.ukie@abmauri.com) ; and (d) you discontinue providing links to our Site if notified by the Company.

**(h) 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. You should review the privacy policy and the terms of use of each third-party site and confirm that they are acceptable to you. Links to third party sites do

not imply endorsement of the sites by us.

(i) **Product and Service availability in foreign countries:**

Our Site may contain references or cross references to products and services that are not available in every country.

(j) **Contributions to our Site:**

Where you are invited to submit any contribution to our Site (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant the Company a perpetual, royalty-free, non-exclusive, sub-licenseable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with this website's acceptable use policy and the privacy restrictions set out in this website's privacy policy. If you do not want to grant to the Company the rights set out above, please do not submit your contribution to our Site.

Further to the above paragraph, by submitting your contribution to our Site you warrant that: (i) your contribution is your own original work and that you have the right to make it available to the Company for all the purposes specified above; (ii) it is not defamatory, obscene or offensive; (iii) it does not infringe any law; (iv) you will indemnify the Company against all legal fees, damages and other expenses that may be incurred by the Company as a result of your breach of the above warranty; (v) you will not upload or transmit through the Site any computer viruses, Trojans, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; and (vi) you waive any moral rights in your contribution for the purposes of its submission to and publication on our Site and the purposes specified above.

(k) **Variations to these Terms and Conditions:**

We may change these terms and conditions at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by us. Your continued use of our Site after changes are posted means you agree to be legally bound by these terms and conditions as updated and/or amended.

(l) **Entire Agreement and Severability:**

These terms and conditions incorporate by reference any notices contained on our Site and constitute the entire agreement with respect to your access to and use of our Site. If any of these terms and conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

If there is any conflict between these terms and conditions and specific terms appearing elsewhere on our Site then the latter shall prevail.

(m) **Governing Law:**

These terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales.

These Terms of Use were last updated on 22 September 2022.