

# Terms and Conditions

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## **1 www.harrisandthompson.co.uk**

- 1.1 You can only use [www.harrisandthompson.co.uk](http://www.harrisandthompson.co.uk) ('the Site') subject to the terms and conditions contained in this Legal Notice.
- 1.2 The Site is owned and operated by Harris & Thompson Ltd of 30 School Rd, Finstock, Oxfordshire, and OX73DJ. You can send your questions about this Legal Notice to [info@harrisandthompson.co.uk](mailto:info@harrisandthompson.co.uk)
- 1.3 The content on the Site ('the Content') is owned or licensed by Harris & Thompson Ltd.
- 1.4 Harris & Thompson may restrict access to the Site at any time to allow for repairs, maintenance or the introduction of new facilities or services.
- 1.5 Harris & Thompson Ltd may collect and analyse anonymous aggregate data relating to site usage and performance.

## **2 Intellectual Property**

- 2.1 All copyright, trade marks, database right and other intellectual property rights in the Content are owned by Harris & Thompson or its licensors.
- 2.2 Except as expressly set out, nothing in this Legal Notice confers any licence or other right in relation to the Content.
- 2.3 You may retrieve and view the Content on-screen and print out on paper (but not photocopy) or store in electronic format (but not on any server or other device connected to a network) a reasonable amount of the Content for your personal and non-commercial use only. You shall not modify copy, distribute, transmit, display, perform, reproduce, publish, licence or create derivative works from the Content.
- 2.4 You acknowledge that, Harris & Thompson and the Site are trade marks. You must not use them without the prior written permission of Harris & Thompson. No licence is granted to you in this Legal Notice to use any trade mark of Harris & Thompson.

## **3 Linking and Framing**

- 3.1 You may hyperlink to the Site provided you hyperlink to the home page in a new browser window. You may not deep link to the Site (i.e. hyperlink to a page other than the Site home page).
  - 3.2 You may not frame any page of the Site (i.e. reproduce any page of the Site (including the home page) framed within another website).
  - 3.3 The Site may contain hyperlinks to websites provided by parties other than Harris &
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Thompson. Harris & Thompson is not responsible for the availability or content of third party sites. Hyperlinks to third party sites are provided as a convenience to you and are not an endorsement, authorisation, sponsorship, affiliation or publication by Harris & Thompson of the site, its owners or providers.

## 4 Indemnity

4.1 You are responsible to Harris & Thompson for all losses, liabilities, costs and expenses reasonably suffered or incurred by Harris & Thompson under any judgment by a court of competent jurisdiction and all settlement sums paid by Harris & Thompson because of:

4.1.1 any claim by a third party that your use of the Site is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;

4.1.2 any claim by any third party that your use of the Site infringes that third party's copyright or other intellectual property rights of whatever nature;

4.1.3 Any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with your use of the Site.

## 5 No Warranties

5.1 The Site is provided by Harris & Thompson without any warranties. Harris & Thompson (to the fullest extent allowed by law) disclaims all warranties, conditions or duties of every nature, including (without limitation) any implied warranties of satisfactory quality or fitness for a particular purpose, any express or statutory warranties and any warranties or duties regarding accuracy, timeliness, completeness or performance.

5.2 Harris & Thompson makes no warranty that the Site is free from infection by viruses, Trojan horses or worms or anything else that has contaminating or destructive properties.

## 6 Liability

6.1 You agree that the only liability of Harris & Thompson to you arising out of your use of the Site is for death or personal injury caused by the negligence of Harris & Thompson or for fraudulent misstatement made to you by Harris & Thompson.

6.2 You agree that (to the fullest extent allowed by law) Harris & Thompson will not be liable to you and/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Site.

6.3 The Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material they submit for publication on the Site complies with all relevant laws and codes. Harris & Thompson will not be liable to you for any error or inaccuracy in these materials.

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## 7 Restrictions

7.1 You may not use the Site to:

- 7.1.1 disseminate any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
- 7.1.2 transmit material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
- 7.1.3 gain unauthorised access to any computer system;
- 7.1.4 interfere with any other person's use or enjoyment of the Site;
- 7.1.5 breach any laws relating to the use of public telecommunications networks;
- 7.1.6 interfere or disrupt networks or websites connected to the Site;
- 7.1.7 make, transmit or store electronic copies of materials protected by copyright without the permission of the owner.

## 8 General

- 8.1 There are risks in using any information, software or products on the Internet and you should make sure that you completely understand the risks before relying on any information or purchasing any items on the Internet. It is your responsibility to verify information before relying on it and you must bear the risks associated with using the Internet.
  - 8.2 Any financial data and information contained on the Site is not intended to be used or relied upon for the purposes of making any trading decision or purchasing or other commercial decisions.
  - 8.3 Harris & Thompson may update this Legal Notice at any time and your continued use of the Site after any update indicates your agreement to the updated Legal Notice. This Legal Notice was last updated on the date appearing at the bottom of the page.
  - 8.4 You may not assign, sub-licence or otherwise transfer any of your rights under this Legal Notice.
  - 8.5 English law governs this Legal Notice and only the English courts will decide disputes.
  - 8.6 For the exclusive benefit of Harris & Thompson, Harris & Thompson retains the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or your principal place of business.
  - 8.7 If any court of competent jurisdiction finds any provision of this Legal Notice invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall
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remain in effect.

- 8.8 Failure by Harris & Thompson to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy.
- 8.9 A person who is not a party to this Legal Notice shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of the terms and conditions set out in this Legal Notice. This shall not affect any right or remedy of a third party which exists or is available apart from that Act.
- 8.10 Harris & Thompson shall not be responsible for any breach of this Legal Notice caused by circumstances beyond its control.
- 8.11 The headings in this Legal Notice are for convenience only and shall have no legal meaning or effect.

Date created or last updated: 24th January 2011

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