

## Website Terms and Conditions

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The terms and conditions set out below (the "Terms") shall exclusively apply to your use of William G Search Limited's (hereinafter referred to as "Search" or "us" or "we") website at: <http://www.wgsearch.co.uk> (the "Website").

### 1. Use of the Website

All use of the Website is strictly subject to the Terms. Your use of the Website indicates your acceptance of the Terms. If you do not agree to the Terms you must cease use of the Website immediately.

The Terms form a legal agreement between you and Search and can only be modified with Search's written consent. Search reserves the right to amend the Terms at its sole discretion, at any time and without notice, by changing them on the Website. You are responsible for reviewing the Terms on each occasion that you visit the Website, and if you continue to use the Website after amendments have been made then you are deemed to have accepted the amendments.

You agree to comply with any and all applicable laws and regulations when using the Website. If Search, in its absolute discretion, considers that you have made improper use of the Website, or any part of it, it reserves the right to block, suspend or terminate your access to the Website, or any part of it, without notice and to remove any unacceptable or undesirable content or material from the Website without notice.

### 2. Information About Us

The Website is operated by Search, a company registered in England and Wales with Company Registration Number 407145, whose registered office is at Market Works, Whitehall Road, Leeds LS12 6EP. Please see the "Enquiries" page on the Website for full contact details.

### 3. Product Information

The Website contains information about Search's products, which may include descriptions of the products and current prices or promotions available. All product information on the Website and in Search's brochures or other advertising material constitutes an "invitation to treat" only and is not a contractual offer from Search that may be accepted by you. You can find further details about placing orders with Search on the Website and by viewing Search's Conditions of Trade, which can be viewed at <http://www.wgsearch.co.uk/conditions-of-trade.html>.

### 4. Accuracy of Content and Information on the Website

Search does its best to ensure all content and information on the Website is accurate. However, Search does not warrant the accuracy and completeness of such content and information, makes no representations that the content and information on the Website is accurate, up to date or complete and accepts no liability for any loss or damage caused by inaccurate, out of date or incomplete content or information. Search may make changes to the content and information on the Website at any time without notice.

You should independently verify any information presented on the Website before relying upon it. If you find any inaccurate information on the Website please contact us and we will correct it, where we agree, as soon as practicable.

### 5. Availability of and Links to and from the Website

Search is not responsible for the availability of access to the Website or to the links from the Website. You are expected to ensure that your hardware and software are capable of effectively accessing the Website via your Internet Service Provider. You are advised to use appropriate anti-malware / anti-virus software before and during access to the Website.

Search takes reasonable steps to try to ensure that the Website is available and accessible at all times. However, Search does not warrant that the Website will be continuously available at all times, that your use of the Website will be uninterrupted or free from errors, or that the Website or the servers will be or remain free from attack. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance, repair, or due to reasons beyond the control of Search.

The Website may contain links to a third party's website. Search has no control over and shall not be responsible for the content, or use by you, of such third party websites or the availability of access to such websites. If you consider that any third party website linked to or from the Website provides or contains inappropriate material or content then please let Search know.

## 6. Intellectual Property

The content of all the pages of the Website is protected by copyright and possibly other rights. Unless otherwise agreed in writing by Search, the copyright and other intellectual property rights in the Website (including, without limitation, all content, materials and technology used or appearing on the Website) belongs to Search or its licensors. All rights are reserved.

You may print or download extracts, or whole pages, from the Website, as permitted by the fair dealing provisions under Sections 28 to 30 of the Copyright, Designs and Patents Act 1988 (as amended), for your personal use only and only if you do not make any alterations to such extracts or pages and if you retain any copyright or other notice in or on all such printouts or downloads. All other use of the Website, except as expressly permitted in writing by Search or by law, is prohibited.

Nothing in or on the Website should be taken as conferring any licence or right to use any trademark or other intellectual property in or on the Website without written consent from the owner of the trademark or other intellectual property. You may not reproduce or copy any part of, or all of, the content of the Website in any form for any commercial purpose without the prior written consent of Search. A licence for commercial distribution or copying may be obtained on request. In the absence of agreement to the contrary, the licence fee for each full or part page and each image shall be not less than £500 plus VAT.

## 7. Our Liability

Although Search hopes that the Website will be useful and of interest to you and other users, Search accepts no liability (to the fullest extent such liability can be excluded by law) and offers no warranties in relation to the Website and its content. In no event shall Search be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential) or any other type of direct or indirect loss whatsoever (and howsoever caused) which arises out of or in connection with your use of the Website or any content or information on the Website. Subject as provided below, all terms implied by law are excluded to the fullest extent permitted by law.

The information on the Website is not intended to address your particular requirements. Such information is to be used only as a reference aid and does not constitute any form of advice or recommendation by Search and is not intended to be relied upon by you in making (or refraining from making) any specific decisions. You should take your own advice. If you make an arrangement with anyone named or connected with the Website other than Search then this is at your sole risk.

Nothing in the Terms shall exclude Search's liability under English law for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation. If you access or use the Website as a consumer (as defined by law) then please note that nothing in the Terms shall affect your statutory rights. Advice about your statutory rights is available from your local Citizen's Advice Bureau or trading standards office.

## 8. Law and Jurisdiction

The law of England and Wales shall apply to the Terms notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Terms and, for those purposes, you irrevocably submit to such jurisdiction. The place of performance shall be England.

Search makes no warranty or guarantee that the Website or information available on it complies with laws other than those of England and Wales.

## 9. General

Please note that all proposals and/or orders for the supply of goods and/or services or hire of goods by Search are subject to the applicable Conditions of Trade, which can be viewed at <http://www.wgsearch.co.uk/conditions-of-trade.html>.

Failure by Search to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under the Terms.

If any Term is held by any court or other competent authority to be wholly or partially illegal, invalid, unreasonable, void and/or unenforceable it shall, to the extent of such illegality, invalidity, unreasonableness, voidness and/or unenforceability, be deemed severable and the remaining Terms, or the remainder of such Term, shall continue in full force and effect.