

WEBSITE TERMS OF USE

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY. BY USING THIS WEBSITE YOU AGREE TO ACCEPT THESE TERMS OF USE. THE SERVICES THAT WE OFFER ON THIS WEBSITE ARE SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THOSE SERVICES.

1 Introduction

- (a) These terms and conditions apply to the use of the website www.tskgroup.co.uk which is operated by the TSK group plc.
- (b) All references in these website terms of use: to **Website** refer to this website located at www.tskgroup.co.uk; to **we, us** and **our** refer to the TSK group plc; to **you** and **your** refer to you the Website user, to **Content** refer to the text, graphics, plans, photographs, information and other materials displayed from time to time on the Website; and to **Terms** refer to these Website Terms of Use.
- (c) We reserve the right to amend these terms and conditions from time to time and recommend that you review them regularly.

2 Your access and use

- (a) Access to this Website may be suspended temporarily and without notice for any reason whatsoever. We give no guarantee as to the availability of the Website.
- (b) The Website and its Content does not constitute an offer by us to sell or supply any services or advise in respect of any services.
- (c) In accessing the website, you agree that YOU WILL NOT:
 - (i) attempt to access our systems or reverse-engineer, decompile, disassemble or otherwise tamper with the Website, its Content and/or any software used in connection with the Website;
 - (ii) post on or transmit to or from the Website any material that is threatening, defamatory, obscene, indecent, offensive, discriminatory, inflammatory, blasphemous, criminal, in breach of confidence or privacy or a third party's rights or which may otherwise cause annoyance or inconvenience;
 - (iii) use the Website for fraudulent or criminal activities;
 - (iv) transmit any virus, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data onto the Website;
 - (v) use any manual or automated software, devices, or other processes to "crawl" or "spider" any web pages contained in the Website;
 - (vi) monitor or copy, or allow others to monitor or copy, our web pages or the content included herein;
 - (vii) "frame" or otherwise simulate the appearance or function of this Website;
 - (viii) take any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorised access, or transmission or activation of computer viruses.

- (d) We will fully co-operate with all law enforcement authorities and court orders requesting or directing us to disclose the identity of or to locate anyone posting any defamatory, obscene or otherwise illegal material onto the Website and/or using the Website in respect of any fraudulent activity.
- (e) If you breach the Terms we reserve the right to withdraw your access to the Website.

3 Copyright and trade marks

- (a) Unless otherwise stated, we own the copyright, trade marks and all other intellectual property rights in all Content and expressly reserve all rights in the same.
- (b) You may print and download extracts from this Website for your own non-commercial use and in respect of your receipt of our services, provided that you do not use any of the Content for commercial purposes, you do not modify any of the Content, you do not use any graphics or photographs separately from their accompanying text and you do not remove any copyright or trade mark notification or other proprietary notices from such extracts.
- (c) Unless we state otherwise, all other reproduction or use of extracts of Content is strictly prohibited. In particular, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service or used for any commercial purposes whatsoever without our prior written permission.

4 Linking to website

- (a) You may create a link from your own website to the Website provided that you obtain our prior written consent and provided that you only do so on the basis that you link to, and do not replicate, the home page of this Website and you **DO NOT**:
 - (i) create a frame or any other browser or border environment around this Website;
 - (ii) in any way imply that we endorse any properties, products or services other than our own;
 - (iii) misrepresent your relationship with us or present any other false information about us;
 - (iv) use any of our Content or trade marks without our express written permission;
 - (v) link from a website that is not owned by you; or
 - (vi) display any content on your website that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- (b) We expressly reserve the right to revoke without prior notice any right we grant to you to link to our Website should you breach any of these terms and conditions.

5 Our links to other websites

The Website may from time to time contain links to third party websites which we provide solely for your convenience. We have no control over, and make no

endorsement of, the content or availability of these third party websites and you use and rely on the same at your own risk.

6 Disclaimer and limitations of liability

- (a) Whilst we use our reasonable endeavours to ensure that the Content is accurate and up-to-date, you acknowledge and agree that the Content is provided "as is" and that you use the Website and rely on the Content entirely at your own risk.
- (b) We employ security measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. However, you acknowledge that communications sent via the Internet cannot be guaranteed to be completely secure.
- (c) WE GIVE NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR ADEQUACY OF THE CONTENT OR THE AVAILABILITY OF THE WEBSITE.
- (d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXCLUDE:
 - (i) ALL EXPRESS AND IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS WITH RESPECT TO THE WEBSITE AND THE CONTENT;
 - (ii) ALL LIABILITY FOR ANY COMMUNICATIONS THAT ARE LOST, INTERCEPTED, ALTERED OR OTHERWISE ACCESSED BY THIRD PARTIES;
 - (iii) ALL LIABILITY FOR ANY DIRECT OR INDIRECT LOSSES, LOSS OF PROFITS OR OTHER CONSEQUENTIAL LOSS, DAMAGES, COSTS, EXPENSES OR LIABILITIES THAT YOU MAY SUFFER OR INCUR ARISING FROM YOUR USE OF THIS WEBSITE AND/OR RELIANCE ON ANY CONTENT, INCLUDING (WITHOUT LIMITATION) ARISING OUT OF ANY COMMUNICATION SENT BY YOU TO US OR ANY COMMUNICATION SENT BY US TO YOU VIA THE INTERNET.
- (e) Without limiting the foregoing, under no circumstances shall we be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

7 Enforceability

If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

8 Governing law

These terms and conditions and your use of the Website will be governed by and construed in accordance with English law and you agree that any disputes arising in connection with the same will be subject to the exclusive jurisdiction of the English courts.

9 Contact

The TSK Group plc is a company incorporated under the laws of England, with company number 03097719 and registered office at 130 Metroplex Business Park, Broadway, Salford Quays, Lancashire M50 2UW.

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