

# WEBSITE TERMS OF USE

## 1. INFORMATION ABOUT US

- 1.1. This website, <https://nationwidetradesandlabour.co.uk> (**Website**) is operated by Nationwide Trades & Labour Limited (Registered in England & Wales No. 13243289). Our registered office is 449 Brays Road, Birmingham, England, B26 2RR.
- 1.2. These Terms of Use (**Terms**) set out the basis on which you may use this Website. Use of the Website includes accessing, browsing, or registering to use the Website.
- 1.3. Please read these Terms carefully before you start to use the Website, as they will apply to your use of the Website. We recommend that you print a copy for future reference.
- 1.4. By using the Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use the Website.

## 2. OTHER APPLICABLE TERMS

- 2.1. These Terms refer to the following additional terms, which also apply to your use of the Website:
  - 2.1.1. Our Privacy Notice sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.
  - 2.1.2. Our Cookie Policy explains the way in which we use cookies on the Website.

## 3. USING THIS SITE

- 3.1. You may only use this Website in a lawful manner and do nothing which may constitute a criminal offence or tortious (e.g. reckless or negligent) act. In particular, you must not at any time, without limitation:
  - 3.1.1. Attempt to access any part of this Website which is protected by password security unless We have provided you with access credentials, including any subscriber-only content or administration page;
  - 3.1.2. Post any content on the Website which is illegal, vulgar, pornographic, malicious, hateful, libellous or otherwise offensive to a reasonable person;
  - 3.1.3. Do anything to harm the functionality of the Website, prevent others from accessing the Website or otherwise damage the Website;
  - 3.1.4. Attempt to change any publicly-facing part of the Website in any manner other than through the posting of a comment where available; or
  - 3.1.5. Upload any false information about yourself or any third party (including any fictitious person).
- 3.2. We reserve the right to remove your access to the Website without notice and may, at our discretion, revoke any access credentials which you may have and/or block your IP address. If appropriate, we may also report any misuse of this Website to the relevant law enforcement authorities.

## 4. CHANGES TO THESE TERMS

- 4.1. We may revise these Terms at any time by amending this page.
- 4.2. Please check this page from time to time to take notice of any changes we made, as they are binding on you from the next time that you use the Website.

## 5. CHANGES TO THE SITE

- 5.1. We may update the Website from time to time and may change the content at any time. Please note that the content on the Website may be out of date at any given time, and we are under no obligation to update it.
- 5.2. We do not guarantee that the Website, or any content on it, will be free from errors or omissions.

## 6. ACCESSING THE SITE

- 6.1. The Website is made available free of charge although some content may be restricted to registered clients or candidates.

- 6.2. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.
- 6.3. You are responsible for making all arrangements necessary for you to have access to the Website.
- 6.4. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **7. YOUR ACCOUNT & PASSWORD**

- 7.1. If you are provided with user credentials, password or any other piece of information (**Access Credentials**) as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 7.2. We have the right to disable any Access Credentials, 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.
- 7.3. If you know or suspect that anyone else knows your Access Credentials, you must notify us without delay.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.
- 8.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 8.4. Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.
- 8.5. You must not use any part of the content on the Website for commercial purposes without first obtaining permission from us. Such permission may be granted at our absolute discretion and subject to such conditions or commercial terms as we may specify.
- 8.6. If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **9. NO RELIANCE ON INFORMATION**

- 9.1. The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain specific advice before taking, or refraining from, any action on the basis of the content on the Website.
- 9.2. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

## **10. LIMITATION OF OUR LIABILITY**

- 10.1. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 10.2. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.
- 10.3. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - 10.3.1. Use of, or inability to use, the Website; or
  - 10.3.2. Use of or reliance on any content displayed on the Website.
- 10.4. If you are a business user, please note that in particular, we will not be liable for:
  - 10.4.1. Loss of profits, sales, business, or revenue;

- 10.4.2. Business interruption;
  - 10.4.3. Loss of anticipated savings;
  - 10.4.4. Loss of business opportunity, goodwill or reputation; or
  - 10.4.5. Any indirect or consequential loss or damage.
- 10.5. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.
- 10.6. We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 10.7. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our Terms of Business.

## **11. UPLOADING CONTENT TO THE SITE**

- 11.1. To the extent that you may be able to upload any content, any content you do upload to the Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us a worldwide, irrevocable licence to use, store and copy that content and to distribute and make it available to third parties.
- 11.2. You agree not to upload any content to the Website which is offensive, defamatory or which otherwise might reasonably be considered inappropriate. We reserve the right to remove any posting you make on the Website.
- 11.3. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 11.4. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Website.
- 11.5. The views expressed by other users on the Website do not represent our views or values.

## **12. VIRUSES & MALWARE**

- 12.1. We do not guarantee that the Website will be secure or free from malware, bugs or viruses.
- 12.2. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

## **13. WEBSITE MISUSE**

- 13.1. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- 13.2. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 and/or any similar law in the jurisdiction in which you carry out the breach.
- 13.3. We will report any breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of a breach, your right to use the Website will cease immediately.

## **14. LINKING TO THE SITE**

- 14.1. You may post or share a link to our Website, subject to the following conditions:
- 14.1.1. Any link must be made in a fair and legal manner and must not damage our reputation or take advantage of it.
  - 14.1.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none

exists.

14.1.3. You must not establish a link to the Website on any website that is not owned or controlled by you.

14.1.4. The Website must not be framed on any other site.

14.2. We reserve the right to withdraw linking permission without notice.

14.3. If you wish to make any use of content on the Website other than as set out above, please contact us.

#### **15. THIRD PARTY LINKS & RESOURCES**

15.1. Where the Website 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.

#### **16. APPLICABLE LAW & JURISDICTION**

16.1. These Terms are to be interpreted in accordance with English law.

16.2. You agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute which arises between us in relation to this Website.

#### **17. CONTACT US**

17.1. If you have any questions about these Terms of Use, you can write to the Managing Director at Nationwide Trades & Labour Limited, 449 Brays Road, Birmingham, England, B26 2RR. Alternatively, you may telephone us on 0203 9638803 or email us at [tony@nationwidetradesandlabour.co.uk](mailto:tony@nationwidetradesandlabour.co.uk).