



## Kiwa Limited

# Website Terms and Conditions of Use

### IMPORTANT LEGAL NOTICE

**ATTENTION:** These Terms of Use (together with our Privacy Policy and any other documents referred to within it) apply to the entire contents of this Site and to any correspondence by e-mail between us and you. Please read these terms carefully before using this Site.

**Using this Site indicates that you accept these Terms of Use in full regardless of whether or not you choose to register with the Site. If you do not accept these terms, do not use this Site.**

**This notice is issued by Kiwa Limited.**

### 1. Definitions and Interpretation

1.1 The following words and expressions have the following meanings unless inconsistent with the context:

**“Commercial Gain”**

includes, without limitation, using our Site as part of advertising which may result in revenue generation or personal gain, selling goods to a third party and copying, reproducing, distributing, publishing, transferring, licensing, selling, commercially exploiting or duplicating any element of our Site whatsoever;

**“Site”**

[\[www.kiwa.com/gb\]](http://www.kiwa.com/gb)

**“we” “us” or “our”**

Kiwa Limited, a company registered in England and Wales with company number 03473056 whose registered office is at Kiwa House, Malvern View Business Park, Stella Way, Bishops Cleeve, Cheltenham, Gloucestershire, GL52 7DQ and who may be contacted on [uk.enquiries@kiwa.com](mailto:uk.enquiries@kiwa.com); and

**“you” “your”**

an individual company or firm accessing our Site.

1.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time and any subordinate legislation made from time to time under the relevant statute or statutory provision.

- 1.3 References to “**persons**” include natural persons, firms, partnerships, companies, corporations, associations and organisations, (in each case whether or not having separate legal personality).
- 1.4 Use of any gender includes the other genders.
- 1.5 Words in the singular include the plural and words in the plural include the singular.
- 1.6 Any reference to “**writing**” or any cognate expression includes communications by post and email but excludes facsimile and text messages.
- 1.7 The headings to Conditions do not affect the interpretation of these Conditions.
- 1.8 Any phrase introduced by the term “**include**”, “**including**”, “**in particular**” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

## **2. Introduction**

- 2.1 You may access all areas of our Site without registering your details with us.
- 2.2 By accessing any part of our Site, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Site immediately.
- 2.3 We may revise this legal notice at any time by updating this posting. You should check this Site from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of our Site.
- 2.4 You are responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms of Use and our Privacy Policy and that they comply with them.
- 2.5 Unless specified otherwise, the materials on this Site are directed solely at those who access the Site from within the United Kingdom. We make no representation that any products or services referred to on this Site are appropriate for use, or available, in other locations or languages. If you choose to access our Site from locations outside of the United Kingdom, you are responsible for ensuring compliance with local laws if and to the extent that they are applicable.

## **3. Licence**

- 3.1 Subject to Condition 3.5, you are permitted to print and download extracts from this Site for your own personal use on the following basis:
  - 3.1.1 no documents or related graphics on this Site are modified in any way;
  - 3.1.2 no graphics on this Site are used separately from accompanying text;  
and

- 3.1.3 our copyright, trade mark notices and this permission notice appear in all copies.
- 3.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Site (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of this legal notice, any use of extracts from our Site, other than in accordance with Condition 3.1 above, for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use this Site will automatically terminate and you must immediately destroy any downloaded or printed extracts from our Site.
- 3.3 Subject to Condition 3.1, no part of this Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 3.4 Any rights not expressly granted in this legal notice are reserved.
- 3.5 You must not visit or use this Site for the purposes of Commercial Gain.

#### **4. Usage Terms**

- 4.1 You may only use this Site for the intended, lawful purposes and not in any way which is offensive, defamatory, discriminatory, intended to deceive other users, promote any illegal activity or otherwise not an intended use. We maintain sole discretion as to the intended purpose of the Site.
- 4.2 Other than personally identifiable information, which is covered under the Privacy Policy, any material or articles you transmit or post to our Site shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.3 You are prohibited from using our Site or posting or transmitting to or from our Site any material in any way:
  - 4.6.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
  - 4.6.2 for which you have not obtained all necessary licences and/or approvals; or
  - 4.6.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the United Kingdom or any other country in the world; or
  - 4.6.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or



- 4.6.5 that breaches any local, national or international law or regulations; or
- 4.6.6 that is unlawful or fraudulent, or has any unlawful or fraudulent purpose;
- 4.6.7 for the purpose of harming or attempting to harm minors in any way; or
- 4.6.8 in order to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam). You agree to indemnify us against any loss or damage suffered as a result of your contribution.

4.4 You may not misuse this Site (including, without limitation, by hacking).

4.5 Third parties may license information on this Site to us. You agree that you will not use any robot, spider, scraper or other automated means to access this Site for any purpose without our express written permission. Additionally, you agree that you will not:

4.9.1. take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;

4.9.2. copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your information) from this Site without the prior written permission of us and the appropriate third party, as applicable;

4.9.3. interfere or attempt to interfere with the proper working of this Site or any activities conducted on this Site; or

4.9.4. bypass measures we may use to prevent or restrict access to this Site. We do not authorise you to extract or re-utilise substantial parts of this Site, or to make systematic and repeated extractions or re-utilisations of insubstantial parts of this Site.

4.6 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting or transmitting any material in breach of Conditions 4.5, 4.6, 4.7 or relating to any part of the obligations contained within Condition 5 below.

## **5. Service Access**

5.1 Whilst we endeavour to ensure that our Site is normally available 24 hours a day, we shall not be liable if for any reason the Site is unavailable at any time or for any period.

5.2 Access to our Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## **6. Links to and from other Websites**

6.1 Any links to third party websites on this Site are provided solely for your convenience. If you use any links, you leave this Site. We may not have reviewed any such third party websites and will not control or be responsible for such websites or their content or availability. We therefore do not endorse

or make any representations about any links provided to third party websites, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites which may be linked to this Site, you do so entirely at your own risk.

- 6.2 You may link to the home page of this Site with our prior written permission and so long as it is in a manner which is fair and legal, and neither takes advantage of nor damages our reputation. We reserve the right to withdraw this permission at any time.
- 6.3 All authorised links must be to the homepage of this Site and make it clear that this Site and its content are distinct from the website containing the link.
- 6.4 Our Site must not be framed on any other website, nor may you link to any page other than the home page without our express permission.

## **7. Information contained on the Site**

- 7.1 While we endeavour to ensure that the information on this Site is correct, we do not warrant the accuracy and completeness of the material on this Site. We may make changes to the material on this Site or described in it, at any time without notice. The material on this Site may be out of date, and we make no commitment to update such material.
- 7.2 The material on this Site is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Site on the basis that we exclude all representations, warranties and conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Site.

## **8. Liability**

- 8.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Site) and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Site in any way or in connection with the use, inability to use or the results of use of this Site, any websites linked to this Site or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Site or your downloading of any material from this Site or any websites linked to this Site.
- 8.2 Nothing in this legal notice shall exclude or limit our liability for:
  - 8.2.1 death or personal injury caused by our negligence; or



8.2.2 fraudulent misrepresentation; or

8.2.3 any liability which cannot be excluded or limited under applicable law, including without limitation all relevant consumer law.

8.3 If your use of material on this Site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

## **9. Governing Law and Jurisdiction**

9.1 This legal notice and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the laws of England and Wales.

9.2 The parties irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this legal notice or its subject matter.

The Site is operated by:

Kiwa Limited whose registered office is at Kiwa House, Malvern View Business Park, Stella Way, Bishops Cleeve, Cheltenham, GL52 7DQ;

Registered Company Number: 3473056

VAT Number: GB 115 1139 58

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