

Website Terms and Conditions of Use

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our Privacy and Data Protection Policy.

2. Credit

- 2.1 This document was created using a template from SEQ Legal (<https://seqlegal.com>).

3. Copyright notice

- 3.1 Copyright (c) 2018 Habico Limited.
- 3.2 Subject to the express provisions of these terms and conditions:
- (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
- (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. Licence to use website

- 4.1 You may:
- (a) view pages from our website in a web browser;
- (b) print pages from our website;
- (c) use our online store by means of a web browser, subject to the other provisions of these terms and conditions.
- 4.2 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. Acceptable use

- 5.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 5.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

6. Registration and accounts

- 6.1 You may register for an account with our website by completing and submitting the account registration form on our website, which we will confirm by e-mail.
- 6.2 You must not allow any other person to use your account to access the website.
- 6.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 6.4 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

7. User login details

- 7.1 If you register for an account with our website, we will provide you with a user ID and password.
- 7.2 You must keep your password confidential.
- 7.3 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

- 8.1 We may:
- (a) suspend your account; and/ or
- (b) cancel your account; and/or
- at any time in our sole discretion without notice or explanation.
- 8.2 You may cancel your account on our website by e-mailing sales@habico.co.uk.

9. Your content: licence

- 9.1 In these terms and conditions, "your content" means all personal details and orders that you submit to us or our website for storage, processing by, or transmission via, our website.
- 9.2 You grant to us non-exclusive use to reproduce and store your content on and in relation to this website and any successor website.

- 9.3 You grant to us the right to sub-license the rights licensed under Section 9.2.
- 9.4 You may edit your content to the extent permitted using the editing functionality made available on our website.
- 9.5 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete or edit any or all of your content.

10. Your content: rules

- 10.1 You warrant and represent that your content will comply with these terms and conditions.
- 10.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

11. Limited warranties

- 11.1 We do not warrant or represent:
- (a) the completeness or accuracy of the information published on our website;
 - (b) that the material on the website is up to date; or
 - (c) that the website or any service on the website will remain available.
- 11.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

12. Limitations and exclusions of liability

- 12.1 Nothing in these terms and conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:
- (a) are subject to Section 12.1; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 12.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 12.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

13. Breaches of these terms and conditions

- 13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) commence legal action against you, whether for breach of contract or otherwise; and/or

14. Variation

- 14.1 We may revise these terms and conditions from time to time.
- 14.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

15. Assignment

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16. Severability

- 16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

17. Entire agreement

- 17.1 Subject to Section 12.1, these terms and conditions, together with our Privacy and Data Protection Policy and General Conditions of Sale, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

18. Law and jurisdiction

- 18.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 18.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

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