

Terms and Conditions for use of our website

Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages [or [*OTHER CONTENT*]]¹ from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- [(d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;]
- [(e) edit or otherwise modify any material on the website; or]
- [(f) redistribute material from this website [except for content specifically and expressly made available for redistribution [(such as our newsletter)].]

[Where content is specifically made available for redistribution, it may only be redistributed [within your organisation].]²

Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not 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.

You must not 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.

[You must not use our website to transmit or send unsolicited commercial communications.]

1 The scope of the licence to use will vary with the site. Consider carefully exactly what your users should be allowed to do with your website and material on your website.

2 Where you have content which is specifically available for redistribution, it is usually a good idea to have a more detailed licence setting out the redistribution rights.

[You must not use our website for any purposes related to marketing without our express written consent.]

Limited warranties

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Limitations and exclusions of liability³

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.⁴

The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

[To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.]⁵

[We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.]

³ Limitations and exclusions of liability are regulated and controlled by law, and the courts often rule that particular limitations and exclusions of liability are unenforceable. The courts are particularly likely to intervene where a party is seeking to rely on a limitation or exclusion of liability in a consumer contract or in its standard T&Cs, but will also sometimes intervene where a term has been individually negotiated. You should take legal advice if you may wish to rely upon a limitation or exclusion of liability, or if you want to exclude or limit - or purport to exclude or limit - any liability to a consumer. Please note that the guidance notes to this Section provide only an incomplete and basic overview of this complex subject.

Exclusions and limitations of liability in UK B2B and B2C contracts are regulated by The Unfair Contract Terms Act 1977 ("UCTA"). Relevant legislation in the case of B2C contracts also includes The Consumer Protection Act 1987 and The Unfair Terms in Consumer Contracts Regulations 1999.

The courts may be more likely to rule that provisions excluding liability - as opposed to those merely limiting liability - are unenforceable.

If there is a risk that any particular limitation or exclusion of liability will be found to be unenforceable by the courts (for example, because it may be unreasonable under UCTA), that provision should be drafted as an independent term, and be separately numbered from the other provisions.

It may improve the chances of a limitation or exclusion of liability being found to be enforceable if the party seeking to rely upon it specifically drew it to the attention of the other party before the contract was entered into.

⁴ Do not delete this paragraph (except upon legal advice). Without this paragraph, the specific limitations and exclusions of liability will not usually be enforceable.

⁵ This sort of exclusion is most unlikely to be enforceable.

[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.⁶]

[We will not be liable to you in respect of any loss or corruption of any data, database or software.]

[We will not be liable to you in respect of any special, indirect or consequential loss or damage.⁷]

Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].⁸

Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation⁹

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

6 You should consider carefully the particular kinds of loss you want to try to limit or exclude.

If you wish to try to limit/exclude for liability in respect of reckless, deliberate, personal and/or repudiatory breaches of contract, you should specify this in relation to the relevant paragraph (for example, using the following wording: "The limitations and exclusions of liability in this paragraph will apply whether or not the liability in question arises out of any [reckless, deliberate, personal and/or repudiatory] conduct or breach of contract"). In some circumstances the courts will find these types of limitations and exclusions to be unenforceable (e.g. because unreasonable under UCTA).

7 "Consequential loss" has a special meaning in English law: it means losses that, whilst not arising naturally from the breach, were specifically in the contemplation of the parties when the contract was made.

8 This additional wording is useful, although users may think it unfair to demand an indemnity where liability has not been proven – and in many circumstances, for example in relation to consumers, it will probably not be enforceable.

9 Changes to the notices will not be retrospectively effective.

Severability

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. If any unlawful and/or unenforceable provision 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.

Exclusion of third party rights

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.¹⁰

Entire agreement

These terms and conditions [, together with our privacy policy,]¹¹ constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction¹²

These terms and conditions will be governed by and construed in accordance with English¹³ law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive¹⁴ jurisdiction of the courts of England and Wales.

Registrations and authorisations¹⁵

[We are registered with Companies House, UK. Our professional title is EOS Tradelink Limited and it has been granted in the United Kingdom. We are subject to the rule which can be found at the Companies House website.]¹⁶

-
- 10 This provision is designed to exclude any rights a third party may have under the Contracts (Rights of Third Parties) Act 1999.
 - 11 If you collect personal data from users, you should have a privacy policy as well as terms and conditions. You should also refer here to (for example) any terms of sale or terms of subscription which relate to your website.
 - 12 The questions of what law governs a contract, and where disputes relating to the contract may be litigated, are two distinct questions.
 - 13 These terms and conditions have been drafted to comply with English law, and the governing law provision should not be changed without obtaining expert advice from a lawyer qualified in the appropriate jurisdiction. (NB in some circumstances the courts will apply provisions of their local law, such as local competition law or consumer protection law, irrespective of a choice of law clause specifying that a different law applies.)
 - 14 Choose "non-exclusive" jurisdiction if you may want to enforce the terms and conditions against users outside England and Wales. Otherwise, choose "exclusive jurisdiction". (NB in some circumstances – particularly where you are contracting with a consumer - your jurisdiction clause may be overridden by the courts.)
 - 15 This section can be deleted where The Electronic Commerce (EC Directive) Regulations 2002 (aka the Ecommerce Regulations) do not apply. Generally, the Regulations will apply unless a website is entirely non-commercial - i.e. where a website does not offer any goods or services and does not involve any remuneration (which includes remuneration for carrying AdSense or other advertising).
 - 16 The Ecommerce Regulations provide that where "the service provider exercises a regulated profession", it must provide "(i) the details of any professional body or similar institution with which the service provider is registered; (ii) his professional title and the member State where that title has been granted; (iii) a reference to the professional rules applicable to the service provider in the member State of establishment and the means to access them".

[Our VAT number is 991538383¹⁷

(18) Our details¹⁸

The full name of our company is EOS Tradelink Limited.

[We are registered in England & Wales under registration number 7193123.

Our registered address is 12 Redesmere Close, Timperley, WA15 7EE, United Kingdom.

You can contact us by email to mail@eostradelink.co.uk.

17 Under the Ecommerce Regulations, where the service provider undertakes an activity that is subject to value added tax, the relevant identification number must be disclosed.

18 UK companies must provide their corporate names, their registration numbers, their place of registration and their registered office address on their websites.

Sole traders and partnerships who carry on a business in the UK under a "business name" (i.e. a name which is not the names of the trader/partners or certain other specified classes of name) must also make certain website disclosures: (i) in the case of a sole trader, the individual's name; (ii) in the case of a partnership, the name of each member of the partnership; and (iii) in either case, in relation to each person named, an address in the UK at which service of any document relating in any way to the business will be effective.

All websites covered by the Ecommerce Regulations must provide a geographic address (not a PO Box number) and an email address.