

1 Introduction

1.1 These terms and conditions ("Conditions") set out the basis upon which Your Environment shall provide the Services to the Client under the Contract and, save as otherwise expressly agreed in writing and signed by a Director of Your Environment, these Conditions shall apply to the exclusion of any terms and conditions of the Client.

1.2 The Contract takes effect upon signature of the Order Confirmation Letter by the Client or on the Client's behalf. Where the Order Confirmation Letter is signed on the Client's behalf, the Client hereby confirms that: (i) the signatory has the authority to act on behalf of the Client and to bind the Client to the Contract; (ii) all details of the Client inserted in the Order Confirmation Letter are accurate and up-to-date; and (iii) by the signatory signing the Order Confirmation Letter on the Client's behalf, the Client accepts the Proposal, the Quotation and these Conditions and agrees to be bound by the Contract.

1.3 In the event that the Proposal, the Quotation and these Conditions are not expressly accepted by signature of the Order Confirmation Letter by the Client or on the Client's behalf, they shall be deemed to have been accepted by the Client and the Contract shall come into effect upon Your Environment starting to provide the Services at the Client's request.

1.4 In the event of any conflict between these Conditions and any special conditions set out in the Proposal, those special conditions shall take precedence subject to Condition 1.5.

1.5 Any variation to these Conditions (including any special condition set out in the Proposal) shall be inapplicable unless expressly agreed in writing and signed by a Director of Your Environment.

2 Definitions

2.1 In these Conditions the following words and phrases shall have the following meanings:

(a) "Client" means the contracting party to whom Your Environment shall provide the Services under the Contract; (b) "Contract" means the contract between Your Environment and the Client for the provision of the Services, consisting of the Proposal, the Quotation and these Conditions; (c) "Your Environment" means Your Environmental Company Limited, trading as Your Environment and includes, unless the context otherwise requires, its subcontractors, agents and employees; (d) "Order Confirmation Letter" means the letter attached to these Conditions, by which the Client confirms its acceptance of the Proposal, the Quotation and these Conditions and agreement to be bound by the Contract through signature of the letter by the Client or on its behalf; (e) "Proposal" means the written document in which Your Environment details the activities and services it shall provide to the Client under the Contract; (f) "Quotation" means the written quote in which Your Environment details the fees it shall charge for providing the Services to the Client under the Contract; and (g) "Services" means the activities and services to be provided by Your Environment to the Client under the Contract as set out in the Proposal.

2.2 Headings have been included for convenience only and shall not affect the construction or interpretation of these Conditions.

3 Your Environment's Obligations

3.1 Your Environment shall exercise all reasonable skill, care and diligence in providing the Services to the Client in accordance with the Proposal.

3.2 Your Environment intends to employ the methods, procedures, techniques, personnel and sources of information set out in the Proposal but reserves the right to vary these at its discretion. Any significant variations will be undertaken in consultation with the Client.

3.3 Except where it is difficult for Your Environment to specify in the Proposal the precise nature and scope of the activities required to perform the Services prior to their commencement, the nature and scope of the Services will not be materially altered by Your Environment without the Client's consent. In the event that Your Environment or the Client considers during the provision of any Services that a material change or addition to the nature and/or scope of those Services will be required in order for them to be properly carried out, it shall notify the other of such change or addition and enter into negotiations with the other in good faith in order to effect any consequent changes required to the terms of the Proposal, the Quotation and/or any other terms of the Contract.

4 Fees and Payment

4.1 In consideration of the provision of the Services the Client shall pay Your Environment the fees as set out in the Quotation (as amended from time to time in the light of any agreed change or addition to the nature and/or scope of Services). All fees do not include: (i) VAT, which will be charged to the Client at the prevailing rate; and (ii) any reasonable out-of-pocket expenses incurred by Your Environment in providing the Services to

the Client and agreed with the Client in advance, which will be charged to the Client at cost.

4.2 All payments to Your Environment shall be made against Your Environment's invoices, which (unless otherwise agreed in writing) Your Environment shall be entitled to present to the Client on or at any time after the supply of the Services to which the invoice relates. All payments shall be made within 30 days of the date of Your Environment's invoice. All payments shall be made by the Client by a cheque or bank transfer to the account of Your Environment at a bank to be nominated in writing by Your Environment.

4.3 Where any payment owed by the Client to Your Environment under the Contract is overdue: (i) interest will be chargeable on the sum due before and after judgment on a day-to-day basis at an annual rate of 8 per cent above the Bank of England base rate from time to time applicable, until the sum due is paid; and (ii) Your Environment may withhold any supply of Services due to be made under the Contract until arrangements as to payment or credit have been established which are satisfactory to Your Environment.

4.4 If a Client company, trust or other entity is unable or unwilling to settle our fees we reserve the right to seek payment for the individual (parent company) giving us instructions on behalf of the client and you agree that we shall be entitled to enforce any sum due against the Group Company or individual nominated to act for you.

5 Rights

5.1 The ownership of all intellectual property rights and proprietary rights in any report, survey, opinion or other document prepared by Your Environment as part of the Services, whether provided in writing or on magnetic or any other media, shall remain vested in Your Environment.

5.2 Your Environment grants the Client a non-exclusive, irrevocable, royalty-free licence to use and reproduce any report, survey, opinion or other document prepared by Your Environment as part of the Services and all intellectual property rights in any such report, survey, opinion or document for any purposes for which the same was prepared ("Purposes"), provided that Your Environment shall not have any liability for any use or reproduction by the Client or any third party of any such report, survey, opinion or document or any of the intellectual property rights therein for any purpose other than the Purposes and the Client shall indemnify Your Environment against any loss, damage, costs or expenses of whatsoever nature suffered by Your Environment as a result of any such use or reproduction.

5.3 All reports, surveys, opinions and other documents prepared or commissioned by Your Environment as part of the Services will be treated by Your Environment as confidential information of the Client and will not be disclosed or passed to any third party by Your Environment without the prior consent of the Client, unless the same shall have already been made public by the Client or otherwise shall have entered the public domain otherwise than through a breach by Your Environment of this Condition.

5.4 All the reports, surveys, opinions and other documents referred to in Condition 3.1 will be prepared exclusively for the Client. Your Environment will accept no liability of whatsoever nature for any claims from any third parties to whom the contents of such reports, surveys, opinions and other documents are made known directly or indirectly by the Client and the Client shall indemnify Your Environment against any loss, damage, costs or expenses of whatsoever nature suffered by Your Environment as a result of any such claim.

5.5 Save as otherwise expressly agreed in writing between the parties, the Client warrants that its publication in the open literature of any reports prepared in whole or in part by Your Environment as part of the Services, or of any other works derived in whole or in part from any such report, will acknowledge the authorship, co-authorship or other contribution of Your Environment in accordance with usual academic conventions.

5.6 Save as otherwise expressly agreed in writing between the parties, Your Environment retains the right to include reference to the Services in its promotional material, provided that no such reference shall include any confidential material of the Client.

5.7 Materials provided by Your Environment may not be published on the web except by express agreement in writing between the parties. The Client warrants that any materials which are to be published on the web will be in a view only format.

6 Obligations of the Client

Throughout the continuation of the Contract, the Client shall insofar as is reasonably possible afford Your Environment such access to such sites and facilities, samples, information, records and other material of the Client as Your Environment may require to provide the Services to the Client under the Contract, provided that the Client shall be obliged to afford such access only during its normal business hours. Furthermore, the Client shall:

6.1 Advise Your Environment of the rules and regulations which are then in force for the conduct of personnel at any site at which Your Environment is providing the Services and Your Environment shall comply with all rules and regulations of which it is advised by the Client;

6.2 Make available all such working space and facilities at any site at which Your Environment is providing the Services as Your Environment may reasonably require. Such working space shall be comparable to but not better than those given by the Client to its own personnel of similar status;

6.3 Make available such appropriate personnel to liaise with Your Environment as Your Environment may reasonably require to provide the Services to the Client under the Contract;

6.4 Secure and otherwise keep safe all and any property of Your Environment located at any site at which Your Environment is providing the Services; and

6.5 Take all reasonable steps to comply with applicable health and safety requirements while Your Environment is present at any site at which it is providing the Services.

7 Limitation of Your Environment's Liability

7.1 Your Environment does not exclude or restrict its liability for death or personal injury resulting from its negligence or for fraudulent misrepresentation.

7.2 Save as otherwise expressly provided in these Conditions, in the event that any of the Services are materially deficient as a result of Your Environment failing to provide the same in accordance with Condition 3.1, the extent of Your Environment's liability shall be limited to the re-performance of those Services at its own cost up to the amount paid by the Client for such Services under the Contract.

7.3 Save as otherwise expressly provided in these Conditions, Your Environment shall not be liable for any economic loss (including, but not limited to, loss of profits, business, contracts, revenue, goodwill, data and anticipated savings) or any indirect or consequential loss of whatsoever nature or kind and howsoever sustained or occasioned in the provision of the Services or any indirect or consequential loss of nature whatsoever for any physical damage to or loss the Client's tangible property, any other direct loss, damage, cost or expense of any kind of any indirect or consequential loss, damage, cost or expense of any kind, whether any of the above arise under contract, tort (including negligence, indemnity or by contribution or otherwise).

7.4 Your Environment shall not be liable in way for any loss or damage of any description (financial or otherwise) that may be sustained arising directly or indirectly from the presence of asbestos or toxic mould or unexploded ordnance on or in the vicinity of the Property/Site whether or not the same may have been apparent or reasonably discoverable by Your Environment in the course of the Services.

7.6 In any event, and notwithstanding anything contained in these Terms, the company's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with the Services (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding Five Hundred Thousand Pounds (£500,000.00) except in so far as the Company will not be liable for any defect, failure or omission relating to Services that is not notified to the Company within six months of the date of the issue becoming apparent and in any event, within one year from the termination of the contract or date of the report being issued. If the complaint is in relation to a Report in residential property and within three years of the date of the report in respect of any other report or service. Where any claim relates to either a part of the Services that is not chargeable or if the Client has been in breach of any part of these Terms the Company's liability shall be limited to One Thousand Pounds (£1,000.00) in aggregate.

7.7 The Client acknowledges that;

a) Save for a superficial site walkover no physical inspection of the Property/Site reported on is carried out as part of any Services offered by the company (unless it shall be expressly agreed in writing between us) and as such the Company does not warrant that all or any land uses or features whether past or current will be identified in the Services and the Services do not include any information relating to the actual state or condition of any Property/Site nor should they be used or taken to indicate or exclude actual fitness of unfitness of a Property/Site for any particular purposes nor the salability or otherwise of the Property/Site.

b) The Client should carefully inspect the Property/Site, and take any other advice that would be reasonable prudent to do prior to making any decision about the Property/Site to which any Report or Service relates and not rely on the Report in valuing the Property/Site.

c) The Services are not specific to the individual site requirements nor are held out to comply with any legislation or case law whether current or otherwise or any planning condition or obligation or

other legal requirement affecting the use or development of the Property/Site (even if the Services are commissioned as a result of such matter) unless the Company shall have expressly agreed in writing to take on that obligation in its Quotation.

d) The Client shall have a duty of care to the Company Third Party Suppliers and employees or contractors of both to make the Company (or Third Party Supplier as the case may be) aware in advance and keep them informed or any known hazardous substance or condition or other factor on the Property/Site that may be damaging to individuals, the environment or equipment.

e) If the Company provides the Client with any additional services obtained from a Third Party Supplier, including but not limited to any professional opinion, interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on the Property/Site the Company will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to the Client.

f) The company shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any circumstances which is outside its reasonable control including but not limited to, lack of power, telecommunications failure or overload, computer malfunction, inaccurate process of data, or delays in receiving, loading or checking data, strikes, theft or any other event which has the effect of delaying or preventing the provision of the Services.

7.8 Save as otherwise expressly provided in these Conditions, Your Environment's liability to the Client under the Contract shall cease upon the expiry of one year from the termination of the Contract, save in respect of any claims notified in detail to Your Environment in writing by the Client prior to the expiry of such period.

8 Insurances

Your Environment undertakes to obtain and maintain insurance cover for Public Liability and, on request, Professional Indemnity Insurance during the course of providing the Services to the Client under the Contract. Details of these insurance policies will be made available by Your Environment to the Client upon request.

9 Confidentiality

Neither party shall disclose to any third party any confidential information of or about the other received in the course of the Contract, except for information in the public domain other than through a breach of this Condition or any other obligation of confidence.

10 Termination

10.1 The Contract shall terminate automatically on completion of the Services by Your Environment in accordance with the Proposal.

10.2 Either party may immediately terminate the Contract by giving the other notice in writing if the other: (i) commits a breach of the Contract, which (in the case of a breach capable of remedy) shall not have been remedied within 30 days of the receipt by the other of a notice from the innocent party identifying the breach and requiring its remedy; or (ii) becomes unable to pay its debts or ceases to carry on business.

10.3 Termination of the Contract for any reason shall not affect any rights and liabilities that have accrued to either party prior to termination, including (but not limited to) Your Environment's right to receive payment for work done under the Contract up to and including any notice period.

10.4 Your Environment may cease to provide services or any part of them if at any time:-

a) The client fails to make any payment due in accordance Clause 4;

b) The client repeatedly breaches or commits or causes to be committed any material breach of these Terms; or

c) The company reasonably believes that the Client has become insolvent or is likely to be unable to pay the remaining Fees as they fall due.

d) If the Contract is terminated the Company shall be entitled to charge for the full amount due thereunder notwithstanding that some or all of the Services remain to be performed.

11 Force Majeure

11.1 Your Environment shall not be in breach of the Contract if the provision of any of the Services is delayed or prevented by the Client's failure to provide any access, facilities, samples, information, records or other material, fire, storm or tempest, unavailability of labour, materials or services, process shutdown, Acts of God or the public enemy, riot, civil commotion, war or terrorism, strikes, labour disputes or industrial action,

act of government or state or any other event beyond Your Environment's reasonable control ("Event of Force Majeure").

11.2 If at any time Your Environment has to rely on Condition 11.1, Your Environment shall promptly notify the Client of the nature and extent of the Event of Force Majeure giving rise to its reliance on Condition 11.1.

11.3 If any Event of Force Majeure lasts for a continuous period in excess of 30 calendar days after the date on which it began, either party may give notice to the other party terminating the Contract and Your Environment shall not have any liability to the Client in respect of any termination of the Contract due to an Event of Force Majeure.

12 General

12.1 The Contract embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral and written agreements, representations, understandings and arrangements relating to the subject matter of the Contract.

12.2 No failure or delay on the part of either party to exercise any right or remedy under the Contract shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy as the case may be.

12.3 Your Environment shall be entitled to sub-contract any of its obligations under the Contract to any third party without the Client's consent.

13 Notices

Any notice to be given under the Contract shall be in writing and sent by telex or facsimile transmission or forwarded by first class prepaid post to the receiving party at its business address as last notified in writing to the other party and shall be deemed to have been given on the date of the telex or facsimile transmission or on the day following that on which the notice was posted.

14 Third Party Rights

The Contract does not create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

15 Governing Law and Jurisdiction

The Contract shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

16 Ground and Site Investigation Terms and Conditions

All the following terms and conditions apply unless other specified within the fee proposal.

16.1 General Conditions

- a) All drilling costs are re-measurable.
- b) The Client shall provide contact details of the primary contact (or an appointed representative) prior to works commencing.
- c) The Client will provide site service information or will allow sufficient time and funds for the service information to be obtained prior to works commencing. Your Environment does not accept any liability or damage to services which have not been accurately identified in advance of site works.
- d) Any adjustment to rates or fee structure as a result if any item within these terms and conditions will be agreed with the Client in advance of the adjustment being implemented. However, where the client is un-contactable, Your Environment reserves the right to implement the new rates or fee structure forthwith pending approval from the Client at the earliest convenience.
- e) Quotation and rates are based on the anticipated ground conditions noted within the text of the fee proposal, Should the ground conditions alter from these identified, Your Environment reserves the right to adjust the rates.
- f) The Client will ensure that access to each drilling location is suitable for drilling equipment or that the Client will provide equipment to allow access or will agree to the additional fees associated with the hire of such equipment. The Client agrees that the de-bogging any equipment will be fully chargeable. The Client agrees that any abortive works due to access restrictions will be charged at the prevailing rates.
- g) Mobilisation charges will be based upon the anticipated ground conditions and required equipment either from initial research. Any subsequent or additional mobilisations or hire charge of equipment will be agreed with the Client in advance.

h) Drilling locations will be available from drilling between 7.30am and 7.30pm each working day.

i) Your Environment will make every effort to undertake investigations at the locations requested by the Client, appointment representative, development team or regulator. Should the locations require adjusting and unless stated within the fee proposal, your Environment will move the locations in order to achieve the anticipated objectives of the investigations in the opinion of the Your Environment Representative.

j) Your Environment reserves the right to refuse to undertake any works which, in the opinion of the Your Environment Representative may compromise any health, safety or environmental practice.

k) All spoil and materials used during the works will remain on site and will be disposed of by the client, unless expressly agreed within the fee proposal.

l) The fee proposal allows for provision of standardised Risk Assessment and Method Statements in advance of site works commencing. An additional charge will apply should site specific information be required in advance.

16.2 Reinstatement Standards

- a) Any time spent on reinstatement will be chargeable at the prevailing rates.
- b) Standpipe installations will normally be completed with a flush fitting cover and screw/bolt closure.
- c) Reinstatement standards will be as follows;
 - i) Dynamic sampling and cable percussive locations will be reinstated with either concrete or cold lay asphalt.
 - ii) All standpipes will have covers suited to the area in which they are placed. All standpipe covers will be set in concrete.
 - iii) Trial pits (including soakaways) will be completed with spoil mounded on top of the pit to future settling. However, the trial pit will be reinstated in keeping with the surroundings if in the opinion of the Your Environment representative the pit can be successful reinstated with either cold lay asphalt or concrete.

16.3 Cable Percussive Drilling

- a) A minimum charge of £700 plus VAT per full working day of a single cable percussive drilling rig applies (the day rate). One full day working is eight hours. The day rate does not include mobilisation, installation or plant hire charges. Fees for partial days will be charged pro rata of the Day Rate.
- b) Cable percussive drilling requires water to aid drilling in some circumstances. Your Environment will aim to anticipate the need for an quantity of water. However, in some circumstances this may not foreseeable until drilling has commences. Your Environment therefore reserve the right to make additional charges for the provision of water and water carriers (and associated costs) to ensure drilling can progress.
- c) Drilling which progresses less than 1m per hour will be subject to an additional chiselling fee (or will be chargeable at the Day Rate).
- d) Drilling may require different sized casing to assist progress. The use of different casing will be based on the ground conditions encountered.

16.4 Dynamic Sampling Including Window Sampling

a) For safety and to avoid excessive damage to the equipment, no drilling will take place past a refusal

16.5 Trial Pits & Soakaways/Soakage Test

- a) Trial pits will be excavated to a maximum depth of 3 metre or less if ground conditions are unsuitable based on the opinion of the Your Environment Representative and the excavation methods being used.
- b) All soakaway/soakage tests will be based on BRE 365 except that a maximum of one day on site will be implemented. Data may be extrapolated based on results obtained during the works. Additional costs will apply for additional time on site.

16.6 Handheld Sampling and Testing Equipment

a) Access will be required to all monitoring locations during the monitoring period. Monitoring visits will be agreed with Client in advance.

Any locations which cannot be accessed during a monitoring visit will still apply.

b) Your Environment cannot guarantee against damage to standpipes from third parties, should standpipes be damaged the Client will be advised and additional costs may be required for the installation of replacement standpipe(s).

16.7 Construction (Design and Management) Regulations 2012

a) Under the Construction Design and Management (CDM) Regulations 2007 we have a legal responsibility as a contractor to advise our clients of their responsibilities under CDM and to ensure they have been discharged before we start work. Our work is considered to be construction and as such forms part of the notifiable period of any intended project.

b) If the work we are to undertake is considered to be part of that notifiable period we would request that you provide us with the contact details of the CDM Coordinator the identify of other duty holders as necessary and a copy of the construction phase plan.

17 Surveying

Unless otherwise agreed in writing, the following features will be surveyed as described below:

Inspection covers. Underground services will not generally be lifted and their probable identity determined where possible from their appearance or markings on the cover only. Where our instructions include for the lifting of foul and surface water drainage manholes then all readily accessible and visible manholes will be lifted. If manholes cannot be readily lifted, we will attempt to do so with hand-held tools. If after 5 minutes we are unable to lift a cover by such means then it shall be recorded as 'UTL' (Unable To Lift). Our surveyors operate alone as one-man teams; if heavy manholes are to be lifted then we must be advised beforehand so that we can arrange for an assistant to be available. Any drain sizes and directions indicated on the drawings will be indicative as determined by surface inspection only. No testing or tracing of drains by other means will be undertaken. Manholes in the highway will not be lifted. If the client requires manhole covers in the highway to be lifted then he must obtain consent from the Highways Authority.

Trees. Unless otherwise agreed, the canopy spread of trees as shown on our drawings will be indicative only showing a 'circular' crown representation. Tree canopies are generally irregular and/or lopsided but this will not be indicated on the drawings. Where it is agreed that 'accurate canopies' will be surveyed, the canopy of isolated trees will be surveyed by recording points where accessible under the 'drip-line'; where tree canopies overlap, the 'drip-line' of the group of trees will be surveyed. The definitive identification of trees is a specialist field and is outside the scope of this survey. Any identification of trees which we provide is our 'layman's opinion' only. Trees obscured by dense undergrowth etc. and any woodland will be shown by the vegetation line only. Tree stem diameters will be estimated (i.e. not recorded precisely)

Kerbs. Levels along edges of roads will be provided in the channel. Top of kerb levels and road markings will only be provided when stipulated in the Contract.

Buildings. Building heights (e.g. ridge/eaves) and elevations where to be surveyed will be carried out using reflectorless instruments and the accuracy of such readings is dependent on quality of sightlines available from ground level, materials etc.

18 Entry onto Private Property

Means of Access and Health & Safety: Where it is necessary for the company to have access onto private property the client will be responsible for obtaining any necessary permission. The client will also furnish the company with a list of occupiers and any letters of identification which may be needed. Where ladders, scaffolding or other means of access are required to undertake survey work then the Client must provide safe means of access including all necessary harnesses and other safety equipment.

19 Accuracy of Survey

Unless otherwise agreed, Topographic Surveys will be carried out to an accuracy consistent with a presentation scale of 1:200; Building Floor Plan Surveys and Building Elevation Surveys will be carried out to an accuracy consistent with a presentation scale of 1:100. Dimensions interrogated from the digital survey drawings for features of 'hard detail' will be within the tolerance associated with the scales stated above. Where detail is inaccessible for accurate survey (e.g. obscured by undergrowth) then these accuracy standards will not apply. No liability for accuracy shall extend beyond the specified presentation scale. Drawings plotted on paper, tracing or film will be subject to some additional and inevitable plotting error (see HP website for typical plotting tolerances). Dimensions should always therefore be measured from the digital drawing file rather than from a 'hard copy'.

20 Third Party Rights

The Contract does not create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

21 Governing Law and Jurisdiction

The Contract shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

22 The Company

Your Environmental Company Limited t/a YourEnvironment
Suite 3
26 The Hornet
Chichester
West Sussex
PO19 7BB

Registered Company Number: 07117486
VAT Number: 161 6055 28

Contact Tel: 01243 787150

Website: www.yourenvironment.org

23 Website Terms and Conditions

These terms of use govern your use of our site. Please read these terms in full before you use this Website. If you do not accept these terms of use, please do not use this Website. Your continued use of this site confirms your acceptance of these terms.

23.1 Access

It is not necessary to register with us in order to use most parts of this Website. [However, particular areas of this Website will only be accessible only if you have registered.]

23.2 Use

This Website may be used for your own private purposes and in accordance with these terms of use.

23.3 You may print and download material from this Website provided that you do not modify or reproduce any content without our prior written consent.

23.4 Up time

All reasonable measures are taken by us to ensure that this Website is operational all day, every day. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.

Where possible we always try to give advance warning of maintenance issues that may result in Website down time but we shall not be obliged to provide such notice.

23.6 Visitor provided material

Any material that a visitor to this Website sends or posts to this Website shall be considered non-proprietary and non confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, with the exception of personal information, the use of which is covered under our Privacy Policy.

When using this website you shall not post or send to or from this Website any material:

- (a) for which you have not obtained all necessary consents;
- (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
- (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of Paragraph 27.6

23.9 Links

Throughout this Website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own risk.

23.10 Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

- (a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;
- (b) you do not misrepresent your relationship with this website; and
- (c) the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

23.11 By linking to this Website in breach of clause 5.2 you shall indemnify us for any loss or damage suffered to this Website as a result of such linking.

23.12 Disclaimer

Whilst we do take all reasonable steps to make sure that the information on this website is up to date and accurate at all times we do not guarantee that all material is accurate and ,or up to date.

All material contained on this Website is provided without any or warranty of any kind. You use the material on this Website at your own discretion.

23.14 Exclusion of Liability

We do not accept liability for any loss or damage that you suffer as a result of using this Website.

Nothing in these Terms of Use shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded or under the law of the United Kingdom.

LAW AND JURISDICTION

These terms of use are governed by English law. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of England and Wales.