

WEBSITE TERMS AND CONDITIONS OF USE

These terms and conditions (the Terms of Use) set out the terms on which you may use our website **www.arranisle.com** (our site), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use our site. By using our site, you indicate that you accept these Terms of Use and that you agree to abide by them.

We recommend that you print a copy of these Terms of Use for future reference.

1. INFORMATION ABOUT US

www.arranisle.com (our site) is a site operated by Arran Isle Holdings Limited. We are registered in England and Wales under company number 00109354. Our registered office is at Premier Way, Lowfields Business Park, Elland, West Yorkshire, HX5 9HF.

ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. We make no warranties, representations or undertakings about: any of the content of our site (including, without limitation, any as to the quality, accuracy, completeness or fitness for any particular purpose of such content); or any content of any other website referred to or accessed by hypertext link through our site.

From time to time, we may restrict access to some or all parts of our site, and we will not be liable for any disruption this may cause.

When using our site, the terms of the policies set out below shall also apply and we request that you comply with the provisions of these policies if you wish to use our site:

- privacy policy – this sets out how we collect and process your personal data. By using our site, you consent to such processing; and
- cookies policy – this sets out information about the cookies we use on our site and how you can go about removing them.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

We have the right to disable any user account or password, 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 of Use.

2. THIRD PARTY SERVICES

We may from time to time make available through our site certain services provided by third parties. To gain access to these services, you must deal with these third parties direct. We have no control over the content of those third party sites or the performance of these services. Accordingly, you use these services at your own risk and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

Where our site 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, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

3. **LIABILITY**

We have taken every care in the preparation of the content of our site. However, we will not be responsible for any errors or omissions or for any technical problems you may experience with our site. If we are informed of any inaccuracies in the content on our site we will attempt to correct this as soon as we reasonably can.

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable:
 - o loss of income or revenue;
 - o loss of business;
 - o loss of profits or contracts;
 - o loss of anticipated savings;
 - o loss of data;
 - o loss of goodwill; or
 - o wasted management or office time.

To the extent permitted by law, we exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our site, any website linked to it and any materials posted on it.

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

4. **INTELLECTUAL PROPERTY**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others to material posted on our site.

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.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

5. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack, a distributed denial-of service attack or similar attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such 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 such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your device applications, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

6. LINKING TO OUR SITE

You may link to our home page and our product pages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.

You must not establish a link from any website that is not owned by you.

We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with applicable local, national or international law, regulation and good industry practice.

If you wish to make any use content or material on our site other than that set out above, please address your email to **enquiries@arranisle.com**

OTHER TERMS

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you, please see the table below for a summary of recent changes:

DATE OF CHANGE	SUMMARY OF CHANGE

If any of these terms in the Terms of Use are held to be invalid, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law.

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. If you are a resident of Scotland you may bring a claim in the Scottish courts.