

## **WEBSITE TERMS AND CONDITIONS**

THIS LEGAL NOTICE APPLIES TO THE ENTIRE CONTENTS OF THIS WEBSITE UNDER THE DOMAIN NAME WWW.AUBD.CO.UK

(THE "WEBSITE") AND TO ANY CORRESPONDENCE BY E-MAIL BETWEEN YOU AND US. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE. THIS NOTICE IS ISSUED BY AUBD LIMITED ("THE COMPANY").

### **1. APPLICATION OF THIS NOTICE**

1.1. By accessing any part of this Website, 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 this Website immediately.

1.2. The Company may revise this Legal Notice at any time without any notice to you. You should check this Website from time to time to review the then current Legal Notice, because it is binding on you.

### **2. PROVISION OF ADVICE**

The Company is not an agent for and does not vouch for those persons, companies and other organisations whose goods or services may be displayed or referred to in this Website, nor for the availability, suitability or prices of such goods and services nor for the legal entitlement, competences, professional qualifications, trade /professional certifications, or memberships of trade /professional associations of such persons, companies or other organisations. Although the Company does seek to carry out limited verification as to the competence and trade /professional accreditations of the persons, companies and other organisations displayed in this Website by obtaining references and carrying out other verifications as to trade /professional accreditation as set out on this Website the Company relies to some extent on information supplied by companies and traders and makes no representation as to the authenticity of the references and other information supplied by them. Provided that the Company acts in good faith in checking references and accreditations it shall not be liable for any loss or damage suffered by reason of any person using the Website relying on any such references and accreditations in the event that they are untrue, false or in any way forged nor shall the Company be liable for any loss or damage caused by any person relying on any statement or recommendation made by any person using the Website.

The Company advises users and persons relying on any statement or recommendation made by companies / traders to satisfy themselves as to the exact type and nature of goods or services being offered, the exact identity of persons purporting to carry out any services and/or qualifications held by those persons, companies and other organisations whose goods or services may be displayed or referred to in this Website.

### **3. DISCLAIMER**

3.1. While the Company endeavours to ensure that the information on this Website is correct, the Company does not warrant the accuracy and completeness of the material on this Website. The Company may make changes to the material on this Website at any time without notice. The material on this Website may be out of date, and the Company makes no commitment to update such material.

3.2. The material on this Website is provided "as is" and the Company make absolutely no guarantees or warranties, either expressly or implied, as to the accuracy, adequacy, reliability, fitness or quality for any particular purpose of any of the services and products listed within. Accordingly, to the maximum extent permitted by law, the Company provides you with this Website on the basis that the Company excludes all representations, warranties, 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 Website.

3.3. The introductions, or any other information given by the Company about services and products are not meant to and do not serve as professional advice, references, or endorsements of any kind, either expressly or by implication.

#### 4. LIABILITY

4.1. The Company, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of the Company's group companies, and any Age UK or Age Concern charity and the officers, directors, employees, trustees, 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 Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to:-

(a) Loss or damage due to any breach of contract between any user of this Website and any company / trader advertised on this Website or arising by reason of a breach of any tortious duty owing by any company / trader advertised on this Website;

(b) Loss or damage due to any reliance by any user of this Website on any verification of workmanship or professional / trade accreditations carried out by the Company and any company / trader or otherwise on any representations made by the Company as to the competence or suitability of a company / trader advertised on this Website; or

(c) 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 Website or your downloading of any material from this Website or any websites linked to this Website.

4.2. Nothing in this Legal Notice shall exclude or limit the Company's liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

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

## 5. LICENCE

5.1. You are permitted to print and download extracts from this Website on the following basis:

- (a) no documents or related text or graphics on this Website are modified in any way;
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) the Company's copyright and trade mark notices and this permission notice appear in all copies.

5.2. For the avoidance of doubt and without limitation, you are expressly prohibited from:

- (a) modifying the data or other material from this Website (the "Data");
- (b) selling or trading in the Data;
- (c) using or redistributing the Data for the purposes of compiling databases, lists or directories;
- (d) permitting or allowing the Data to infringe or otherwise prejudice our proprietary rights; and
- (e) using the Data: for any unlawful purpose or purpose that is likely to emto send any message or communication which is offensive, abusive, indecent, obscene or menacing; in any way that would be reasonably expected to cause annoyance, inconvenience or needless anxiety; and as source targeting material or contact data for any kind of telemarketing, direct marketing, viral or other electronic marketing activity on your own behalf or on behalf or for the benefit of another party, harrass or bring the Company into disrepute;

## 6. COPYRIGHT AND DATABASE RIGHT

6.1. Unless otherwise stated, the copyright, database right and other intellectual property rights in all material on this Website (including without limitation the design, text, photographs and graphical images) are owned by the Company or its licensors. For the purposes of this Legal Notice, any use of extracts from this Website other than in accordance with paragraph 5.1 above for any purpose is prohibited. If you breach any of the terms in this Legal Notice, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

6.2. Subject to paragraph 5.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

6.3. Any rights not expressly granted in this Legal Notice are reserved.

## 7. SERVICE ACCESS

7.1. While the Company endeavours to ensure that this Website is normally available 24 hours a day, the Company will not be liable if for any reason this Website is unavailable at any time or for any period.

7.2. Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

## 8. VISITOR MATERIAL AND CONDUCT

8.1. Any material you transmit or post to this Website will be considered non-confidential and non-proprietary. The Company will have no obligations with respect to such material. The Company and its designees will 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.

8.2. You are prohibited from posting or transmitting to or from this Website any material:

(a) 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;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) 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 UK or any other country in the world; or

(d) 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).

8.3. You may not misuse the Website (including, without limitation, by hacking).

8.4. The Company will fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of paragraphs 8.2 or 8.3.

## 9. LINKS TO AND FROM OTHER WEBSITES

9.1. Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. The Company has not reviewed all of these third party websites and does not control and is not responsible

for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, 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 linked to this Website, you do so entirely at your own risk.

9.2. If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

(a) you do not remove, distort or otherwise alter the size or appearance of the local Age UK brand partner logo or any of the other branded images;

(b) you do not create a frame or any other browser or border environment around this Website;

(c) you do not in any way imply that the Company is endorsing any products or services other than its own;

(d) you do not misrepresent your relationship with the Company nor present any other false information about the Company;

(e) you do not otherwise use any local Age UK brand partner / Age Uk logo / AUBD Ltd trade marks displayed on this Website without express written permission from the Company;

(f) you do not link from a website that is not owned by you; and

(g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

9.3. The Company expressly reserves the right to revoke the right granted in paragraph 9.2 for breach of these terms and to take any action it deems appropriate.

9.4. You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of paragraph 9.2.

## 10. MISCELLANEOUS

This Legal Notice constitutes the entire agreement between you and the Company with respect to the subject matter hereof. If any provision contained in this Legal Notice is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision shall be severed from these conditions and the remaining provisions shall continue in full force and effect.

## 11. GOVERNING LAW AND JURISDICTION

This Legal Notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this Legal Notice shall be subject to the exclusive jurisdiction of the English courts.