

## Website Terms of Use

This website is operated by **Award Promotions Limited** (registration number 06199545) with its registered office at St Michaels House, Norton Way South, Letchworth, Hertfordshire, SG6 1NY ("**AP**"). Your use of the AP website ("**Website**") is governed by these terms of use ("**Terms**"). By accessing and/ or using the Website, you accept these Terms. If you do not intend to be bound by these Terms, please do not access and/ or use the Website.

### 1. Limitation of Offer

- 1.1 AP makes no offer to supply goods through the Website.
- 1.2 The goods advertised on the Website are supplied by third parties. Any enquiry submitted by you in respect of such goods will be forward to the relevant third party supplier. In the event that you purchase such goods from the relevant third party supplier, your contract in respect of the supply of such goods/ services will be with the relevant third party supplier and it will not be between you and AP.

### 2. Copyright Licence/ Trademarks

- 2.1 All Website content is protected by copyright of AP or other third parties.
- 2.2 Subject to this clause 2 and the other obligations upon you contained in these Terms, AP grants and you accept a non-exclusive, non-transferable licence to access and use the Website for the purpose of your own personal use and/ or your own internal business purposes.
- 2.3 You may copy Website content to a local hard disk and print extracts of Website content for your own personal use and/ or your own internal business purposes (as appropriate).
- 2.4 You agree to fully indemnify and to hold AP indemnified from and against any claim brought by a third party resulting from your use of the Website and in respect of all losses, costs, actions, claims, expenses or liabilities whatsoever suffered or incurred directly by AP in consequence of any breach or non-observance of these Terms.
- 2.5 The trademarks, logos, and service marks ("**Marks**") displayed on this Website are the property of AP or other third parties. You are not permitted to use the Marks without the prior written consent of AP or such third party which may own the Marks.
- 2.6 AP reserves the right to revoke your licence to use this Website at any time, and any such use shall be discontinued immediately upon written notice from AP.

### 3. Data Protection

- 3.1 AP uses all personal information provided by you ("**Data**") in accordance with applicable data protection law.
- 3.2 AP will use Data as follows:
  - 3.2.1 to forward enquiries submitted by you on the Website in respect of certain goods advertised on the Website to the third party supplier of such goods (including such transfer of Data to partners, employees and agents of AP and the third party supplier, and any other third parties as required for this purpose);

3.2.2 for internal administration purposes; and

3.2.3 for any website monitoring.

3.3 AP may transfer its business assets (which include Data) on sale or merger of any part of its business.

3.4 AP may transfer Data as required to obtain legal advice, comply with legal requirements, protect its rights and property, and the safety of its employees, clients, suppliers and others.

3.5 AP may transfer Data to other countries which do not provide the same level of data protection as the UK, for the purposes listed in this clause 3. If AP does make such a transfer, AP will put a contract in place to ensure that such Data is protected.

#### **4. Restrictions upon Copying**

4.1 You may copy Website content to a local hard disk and print extracts of Website content for your own personal use and/ or your own internal business purposes (as appropriate).

4.2 If a copy of any part of the Website content is being passed to a third party, AP's intellectual property rights must be acknowledged, the third party must be informed of these Terms and agree to be bound by them, and the supply of such Website content must not be for commercial purposes or gain.

4.3 Copying of Website content is permitted only in accordance with these Terms. You may not otherwise copy, reproduce, distribute, edit or amend Website content or otherwise incorporate Website content into any other publication or work in any form of media. Any request to copy Website content outside the scope of the licence granted in these Terms should be emailed to [sales@awardpromotions.com](mailto:sales@awardpromotions.com) . AP reserves its right to refuse to grant any such request.

#### **5. Information Service Provision**

5.1 The Website is intended normally to be available 24 hours a day and 7 days a week. AP will not be liable for any failure to achieve this level of availability.

5.2 The Website may be suspended temporarily and without notice in circumstances of system failure, maintenance or repair and for other reasons beyond the control of AP.

5.3 You agree that AP may, in its sole discretion, at any time terminate your access to the Website.

#### **6. Obligations and Restrictions**

6.1 You will operate, at your own expense, a terminal or personal computer system, modem, telephone access and communication software and any other facilities required for accessing the Website. AP will not be liable for any loss or damage howsoever arising resulting from any acts or omissions of you or of any service provider or other person through whom you may access the Website.

6.2 AP will make all reasonable attempts to exclude viruses (and similar destructive devices) from the Website but cannot guarantee the exclusion of viruses (and similar

destructive devices) and you should, therefore, take appropriate steps in respect of this risk.

- 6.2 Your use of and activities upon the Website must not:
- 6.2.1 be false, inaccurate or misleading;
  - 6.2.2 infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
  - 6.2.3 be fraudulent;
  - 6.2.4 be in breach of any applicable laws or regulations, licences or third party rights;
  - 6.2.5 interfere in any way with the proper working of the Website and in particular you must not circumvent security, tamper with, hack into or disrupt the operation of the Website or surreptitiously intercept, access without authority or expropriate any system, data or personal information as defined in the Data Protection Act 1998; and
  - 6.2.6 cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired.

## **7. Disclaimer**

- 7.1 Website information is provided for general information purposes only and does not constitute bespoke advice that is suitable for any individual or organisation. Although the information is considered to be accurate at the time of publication, and is reviewed periodically, you are responsible for checking the accuracy of information before taking or refraining from any action based upon it.
- 7.2 AP makes no warranties, representations or undertakings about any Website content (including, without limitation, as to its quality, accuracy, completeness or fitness for any particular purpose) or any content of any other website linked to it.
- 7.3 AP accepts no liability for any loss, damage, cost and/ or expense suffered or incurred as a result of your reliance on information contained in this Website (including, without limitation, any liability arising in contract, tort, negligence, misrepresentation or under statute) to the extent permitted by law.

## **8. Linking**

- 8.1 No links to this Website may be used without AP's written permission. If you wish to provide a link to the Website please email your request to *[Insert email address]* with full details.
- 8.2 Links from the Website are provided for your convenience only and do not represent AP's endorsement of or affiliation with the linked Website. You access any such links entirely at your risk.

## **9. Updating Website Information**

- 9.1 Website information (including, without limitation, these Terms) may be updated at any time and you are required to read the current information each time you access the Website.

## **10. Monitoring**

- 10.1 AP, its affiliates and agents are entitled, but not obliged, to review or retain your communications while you are visiting the Website. AP may monitor your

communications to evaluate the quality of service you receive, the security of the service, or for other reasons. You agree that AP's monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which AP monitors your communications. In no event will AP be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of AP's monitoring activities.

## **11. General**

- 11.1 AP reserves the right to vary these Terms from time to time and you accept the varied Terms if you continue to use the Website after variation.
- 11.2 If any provision of these Terms is held to be void or unenforceable in whole or in part, the Terms shall continue to be valid as to all other provisions and the remainder of the affected provision.
- 11.3 The Website services are provided from England, irrespective of your location.
- 11.4 None of the provisions of these Terms are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not a user of this Website.
- 11.5 These Terms represent the whole agreement and understanding between AP and you in respect of the matters referred to herein and shall, except in the case of fraud, override, and no reliance shall be placed upon, any other verbal or written representations, warranties or understandings in respect of the subject matter of these Terms.

## **12. Governing law**

- 12.1 These Terms shall be governed by and construed in accordance with English law and each party to these Terms submits to the exclusive jurisdiction of the English courts.

## **13. Enquiries**

- 13.1 For general enquiries or if you experience problems with the Website or have any comments please email [sales@awardpromotions.com](mailto:sales@awardpromotions.com) .