

## **TERMS OF USE OF WEBSITE**

### **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE**

These terms of use set out the rules for using our website. By using our website, you confirm that you accept these terms of use in full and that you agree to comply with them.

If you disagree with any of these terms of use, you must not use our website. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

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

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### **WHO WE ARE AND HOW TO CONTACT US**

Lloyd Worrall is part of Grafton Merchanting GB Ltd, a limited company registered in England and Wales under registration number 04725313 and have our registered office at Ground Floor, Boundary House, 2 Wythall Green Way, Wythall Birmingham United Kingdom B47 6LW. Our VAT number is GB 128 25 26 76.

We operate the website '[www.lloydworrall.co.uk](http://www.lloydworrall.co.uk)'.

You can contact us by using the contact form located at [www.lloydworrall.co.uk/contact](http://www.lloydworrall.co.uk/contact), by writing to us at our registered address or by telephoning us on +44 (0)3456 854 467.

### **OTHER TERMS MAY APPLY TO YOU**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [www.lloydworrall.co.uk/pages/privacy](http://www.lloydworrall.co.uk/pages/privacy)
- Our Cookie Policy [www.lloydworrall.co.uk/pages/cookies](http://www.lloydworrall.co.uk/pages/cookies), which sets out information about the cookies on our site.
- If you purchase goods from our site, our Terms and conditions of supply will apply to the sales. For Full Terms and Conditions of Sale please visit our Contact Us page: [www.lloydworrall.co.uk/contact](http://www.lloydworrall.co.uk/contact)

### **WE MAY CHANGE THESE TERMS OF USE**

We change these terms of use from time to time. You should therefore check these terms of use every time you use our website to ensure that you understand the terms of use which apply at that time.

### **WE MAY MAKE CHANGES TO OUR WEBSITE**

We may update and change our website from time to time. This may be because the products we sell have changed or due to other business reasons. Where it is reasonably possible to do so, we will try to give reasonable notice of any major changes to the site.

### **WE MAY SUSPEND OR WITHDRAW OUR WEBSITE**

We do not charge for use of our website.

We do not guarantee that our website or any content on it, will always be available or that its availability will be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. Where it is reasonably possible to do so, we will try to give you reasonable notice of any suspension or withdrawal.

### **OUR WEBSITE IS ONLY FOR USERS IN THE UNITED KINGDOM**

Our site is directed to persons who are resident in the United Kingdom. Content available on or through our site may not be appropriate for use or available in other locations.

#### **HOW YOU MAY USE CONTENT ON OUR WEBSITE**

We are the owner or the licensee of all intellectual property rights in our website 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 from our website for your personal use and you may draw the attention of others within your organisation to content posted on our site.

If you do so:

- 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 content on our site must always be acknowledged.

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

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **DO NOT RELY ON INFORMATION ON THIS WEBSITE**

The content on our website is provided for general information only. It is not intended to amount to advice which you can or should rely on. You must obtain professional or specialist advice before taking or refraining from any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

#### **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

#### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**Whether you are a consumer or a business user:**

1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
  - Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and conditions of supply. For Full Terms and Conditions of Sale please visit our Contact Us page: [www.loydworrall.co.uk/contact](http://www.loydworrall.co.uk/contact)
1. **If you are a business user:**
1. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
1. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  1. use of, or inability to use, our site; or
  1. use of or reliance on any content displayed on our site.
1. In particular, we will not be liable for:
  1. loss of profits, sales, business, or revenue;
  1. business interruption;
  1. loss of anticipated savings;
  1. loss of business opportunity, goodwill or reputation; or

1. any indirect or consequential loss or damage.

**If you are a consumer user:**

1. Please note that we only provide our website to you for domestic and private use. You agree not to use our site for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
1. If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

**HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our [www.lloydworrall.co.uk/pages/privacy](http://www.lloydworrall.co.uk/pages/privacy)

**WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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 or a distributed denial-of service 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.

**RULES ABOUT LINKING TO OUR SITE**

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

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 to our site in any website that is not owned by you.

Our site must not be framed on any other site nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact [marketing@lloydworrall.co.uk](mailto:marketing@lloydworrall.co.uk)

**WHICH COUNTRY'S LAWS AND COURTS APPLY TO ANY DISPUTES?**

**If you are a consumer**, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

**If you are a business**, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.