

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE**

### **What's in these terms?**

These terms tell you the rules for using our website <https://www.palletline.co.uk/> ("**Website**").

### **Who we are and how to contact us**

The Website is operated by Palletline Limited ("**We**", "**us**" or "**our**"). We are a limited company registered in England and Wales under company number 02277533 and we have our registered office at The Palletline Centre, Starley Way, Birmingham, West Midlands, B37 7HB. Our VAT number is GB 844 2976 96. To contact us, please email [customerservices@palletline.com](mailto:customerservices@palletline.com) or telephone us on +44 (0)121 767 6870.

### **By using the Website you accept these terms**

By using the Website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use the Website. We recommend that you print a copy of these terms for future reference.

### **There are other terms that may apply to you**

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

- our Privacy Policy <https://www.palletline.co.uk/privacy-policy>
- our Acceptable Use Policy <https://www.palletline.co.uk/acceptable-use>

which sets out the permitted uses and prohibited uses of the Website. When using the Website, you must comply with this policy;

If you purchase services from the Website, our terms and conditions of supply <https://www.palletline.co.uk/terms-and-conditions> will apply to those sales.

### **We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use the Website, please check these terms to ensure you understand the terms that apply at that time.

### **We may make changes to the Website**

We may update and change the Website from time to time.

### **We may suspend or withdraw the Website**

The Website is made available free of charge. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

### **We may transfer this Agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **The Website is only for users in the UK**

The Website is directed to people residing in the United Kingdom. We do not represent that content available on or through the Website is appropriate for use or available in other locations.

### **You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions

of these terms of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the contact details above.

#### **How you may use material on the Website**

We are the owner or the licensee of all intellectual property rights in the 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(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website. 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 the Website must always be acknowledged. You must not use any part of the content on the 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 the Website in breach of these terms of use, your right to use the Website 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 the Website**

The content on the Website is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

#### **We are not responsible for websites we link to**

Where the Website 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.

#### **User-generated content is not approved by us**

The Website may include information and materials uploaded by other users of the Website, including to bulletin boards and news feeds/updates. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent our views or values.

#### **How to complain about content uploaded by other users**

If you wish to complain about content uploaded by other users, please contact us using the contact details above.

#### **Our responsibility for loss or damage suffered by you**

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

- 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 services to you, which will be set out in our terms and conditions of supply.

##### **If you are a business user:**

- we exclude all implied conditions, warranties, representations or other terms that may apply to the Website or any content on it;
- 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:
  - use of, or inability to use, the Website; or
  - use of or reliance on any content displayed on the Website,
- in particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

**If you are a consumer user** (that is, you are a person who is an individual purchasing services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession)), please note that we only provide the Website for domestic and private use. You agree not to use the Website 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.

#### **How we may use your personal information**

We will only use your personal information as set out in our Privacy Policy.

#### **Uploading content to the Website**

If you upload content to the Website, or to make contact with other users of the Website, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution complies with the standards set out in that policy and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. Any content you upload to the Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Website a limited licence to use, store and copy that content and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on the Website if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy. You are solely responsible for securing and backing up your content. We do not store terrorist content.

#### **We are not responsible for viruses and you must not introduce them**

We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software. You must not misuse the Website by knowingly or negligently introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website 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 the Website will cease immediately.

**Rules about linking to the Website**

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 the Website in any website that is not owned by you. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy. If you wish to link to or make any use of content on the Website other than that set out above, please contact us using the contact details above.

**Which country's laws apply to any disputes?**

If you are a consumer (as defined above), 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.