

TERMS & CONDITIONS

These terms and conditions were last updated on 25/05/2018

1. INTRODUCTION

1.1 These terms & conditions set out the terms between you the user and us the website owner.

1.2 Your use of this website and any service contained within constitutes acceptance of these terms & conditions in full.

1.3 You should not use this website if you do not accept with these terms & conditions in full.

2. CUSTOMER INFORMATION

2.1 You should always check that the contact information you provide is correct before creating an account.

2.2 You are responsible for maintaining your own username and password, where required to access your account. You should ensure that you store your username and password securely and that the details required to access your account are not provided to another party.

2.3 You are responsible for your account and actions taken within it. If you are aware or suspect that your account username and password or other details have become known to a third party, you should inform us immediately.

2.4 Our website is only intended for use by adults.

2.5 We reserve the right to restrict or remove your access to this website where you breach these terms and conditions. Such restriction or removal will take place without recourse or explanation to you where we solely deem it appropriate or necessary.

3. PRIVACY

We take your privacy seriously. We are registered under and comply with the Data Protection Act 1998. For further details please see our Privacy Policy.

4. CUSTOMER COMPLAINTS

We endeavour to respond to all complaints or queries within five working days.

5. EVENTS OUTSIDE OUR CONTROL

We shall not be liable for delay or failure to perform any obligation under these terms & conditions if

the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

6. LICENCE

6.1 We grant you a licence to access the content, information and services contained within our website for personal use only.

6.2 This licence allows you to download and cache (using your browser) individual pages from our website.

6.3 This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

6.4 Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

6.5 Our website cannot be placed within the frame-set of another site.

6.6 Third parties are not allowed to “deep link” to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

6.7 The restriction on “deep linking” does not apply to affiliate partners or other partners who wish to send users directly to a particular section or page.

7. COPYRIGHT

7.1 All content, databases, graphics, buttons, icons, logos, layouts and look & feel are our copyright, unless expressly acknowledged as otherwise.

7.2 The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

8. USER GENERATED CONTENT

8.1 Where the facility exists you may provide reviews or public feedback on the website, also known as user-generated content.

8.2 Where the facility exists such user-generated content can be provided in different formats and mediums; text, audio, video and still photographs.

8.3 As part of providing this content to us you agree to grant us a worldwide, irrevocable, non-exclusive and royalty-free license to use, distribute, edit, translate and repurpose such content, as we require, including sub-licensing to other parties.

8.4 Such content shall not infringe the intellectual property rights of any other party. Furthermore the content shall not be illegal or capable of breaching the laws of any jurisdiction in which it may be displayed.

8.5 We reserve the right to remove any content, which breaches or risks breaching these terms and conditions.

8.6 However, we shall not assume any responsibility for auditing or monitoring any user generated content.

8.7 Any complaints about such content by rights holders or any user or visitor to our website should be directed to us using our contact details listed at the end of these terms and conditions.

9. LIMITATIONS AND EXCLUSIONS OF LIABILITY

9.1 Where content and information is provided on the website without charge we exclude all liability for such content and information.

9.2 All business losses (including, but not limited to) loss of profits, income, revenue, damage to goodwill, loss of other commercial contracts, other commercial opportunities are all excluded.

9.3 All indirect, consequential or special losses or damage are all excluded.

9.4 All other losses or damages not reasonably foreseeable at the time of the contract between you and us are also excluded.

9.5 All losses relating to the loss or corruption of data, databases, systems, software or hardware are all excluded.

9.6 These terms and conditions do not exclude or limit liability for death or personal injury caused by you or us.

9.7 These terms and conditions do not exclude or limit liability for fraud or fraudulent misrepresentation caused by you or us.

9.8 These terms and conditions do not exclude or limit liability where this conflicts with the applicable law for this jurisdiction.

10. INDEMNITY

By your use of our website you hereby indemnify us and undertake to keep us indemnified at all times now and in the future against all possible claims relating to any breach of these terms and conditions by you. Such indemnities to include, (but not be limited to) all costs legal and otherwise, all other expenses, damages or settlements arising from your breach of these terms and conditions.

11. VARIATION

We reserve the right to vary these terms & conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website.

12. ASSIGNMENT

We reserve the right to assign our rights and also our obligations under these terms and conditions, without giving notice to you. This right of assignment shall only apply to us and shall not apply to you in any way.

13. SEVERABILITY

The foregoing paragraphs, sub-paragraphs and clauses of these terms & conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

14. WAIVER

Failure by us to enforce any accrued rights under these terms & conditions is not to be taken as or deemed to be a waiver of those rights by us unless we acknowledge the waiver in writing.

15. THIRD PARTIES

These terms and conditions are between you and us. They do not apply to, or benefit any third party and are not reliant on any third party.

16. ENTIRE TERMS & CONDITIONS

These terms & conditions set out the entire agreement and understanding between you and us.

17. YOUR STATUTORY RIGHTS

Where acting as a consumer your statutory rights are unaffected.

18. JURISDICTION

These terms & conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Our contact details are as follows:

250 Kings Road,

London, SW3 5UE, UK

Tel: +44 207 349 1330

Email: info@roundhillcapital.com