Golden Larch Contracting Limited - Website Terms of Use

These Website Terms of Use set out the terms under which you may use this website, https://www.goldenlarch.co.uk/ ("our Site"). Please read these Website Terms of Use carefully and ensure that you understand them. It will be deemed that you agree to comply with and be bound by these Website Terms of Use upon your first use of our Site. If you do not agree to comply with and be bound by these Website Terms of Use, you must stop using our Site immediately.

1. Definitions and Interpretation

1.1 In these Website Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:
"Content" means any and all text, images, audio, video, scripts, code, and any other form of information capable of being stored on a computer that appears on, or forms part of, our Site; and
"We/Us/Our" means Golden Larch Contracting Limited, a company registered in England and Wales under number 03789649, whose registered office address is Bowden House, 3 East Wood Court, Broad water Road, Romsey, Hampshire, United Kingdom, SO51 8JJ, hereinafter known as "the Company/We/Us/Our".

2. Access to Our Site

2.1 Access to our Site is free of charge. Access is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if our Site (or any part of it) is unavailable at any time or for any period.

3. Intellectual Property Rights

3.1 All Content included on our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by us. All Content is protected by applicable intellectual property laws.

3.2 Subject to clause 3.3, you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from our Site unless we give you express written permission to do so.

3.3 You may:

3.3.1 Access, view and use our Site in a web browser (including any web browsing capability built into other types of software or app);

3.3.2 Download our Site (or any part of it) for caching;

3.3.3 Print pages from our Site;

3.3.4 Download extracts from pages on our Site; and

3.3.5 Save pages from our Site for later and/or offline viewing.

3.4 You must always acknowledge our status as the owner and author of the Content on our Site (or that of identified licensors, as appropriate).

3.5 You may not use any Content saved or downloaded from our Site for commercial purposes without first obtaining a licence from us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of our Site for general information purposes, whether by business users or consumers.

4. Links to Our Site

4.1 You may link to our Site provided that:

4.1.1 You do so in a fair and legal manner;

4.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on our part where none exists;

4.1.3 You do not use any logos or trademarks displayed on our Site without our express written permission; and

4.1.4 You do not do so in a way that is intended to damage our reputation or to take unfair advantage of it.

4.2 Framing or embedding of our Site on other websites is not permitted without our express written permission.

4.3 You may not link to our Site from any other site, the main content of which contains material that:

4.3.1 is obscene, deliberately offensive, hateful or otherwise inflammatory;

4.3.2 promotes violence;

4.3.3 promotes or assists in any form of unlawful activity;

4.3.4 discriminates against, or is in any way defamatory towards, any person or group of people;

4.3.5 is intended or is otherwise likely to threaten, harass, annoy, inconvenience, upset or embarrass another person;

4.3.6 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

4.3.7 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive;

4.3.8 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or

4.3.9 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

4.4 The restrictions in clause 4.3 do not apply to content submitted to sites by other users, provided that the primary purpose of the site meets with the provisions of clause 4.3. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

5. Links to Other Sites

Links to other sites may be included on our Site. Unless expressly stated, these sites are not under our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site on our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

6. Disclaimers

6.1 Nothing on our Site constitutes advice on which you should rely. It is provided for general information purposes only.

6.2 Insofar as is permitted by law, we make no representation, warranty or guarantee that our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

6.3 We will make reasonable efforts to ensure that the Content on our Site is complete, accurate and up to date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that this will be the case.

7. Viruses, Malware and Security

7.1 We exercise all reasonable skill and care to ensure that our Site is secure and free from viruses and other malware.

7.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.

7.3 You must not deliberately introduce viruses, malware or any other material which is malicious or technologically harmful either to or via our Site.

7.4 You must not attempt to gain unauthorised access to any part of our Site, the server on which our Site is stored, or any other server, computer or database connected to our Site.

7.5 By breaching the provisions of clauses 7.3 and 7.4, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use our Site will cease immediately in the event of such a breach.

8. Acceptable Usage Policy

8.1 You may only use our Site in a manner that is lawful. Specifically:

8.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;

8.1.2 you must not use our Site in any way, or for any purpose, that is unlawful or fraudulent;

8.1.3 you must not use our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or data of any kind; and

8.1.4 you must not use our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

8.2 We reserve the right to suspend or terminate your access to our Site if you materially breach the provisions of this clause 8 or any of the other provisions of these Website Terms of Use. Specifically, we may take one or more of the following actions:

8.2.1 suspend, whether temporarily or permanently, your right to access our Site;

8.2.2 issue you with a written warning;

8.2.3 take legal proceedings against you for reimbursement of any and all relevant costs incurred as a result of your breach;

8.2.4 take further legal action against you as appropriate;

8.2.5 disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or

8.2.6 any other actions which we deem reasonably appropriate (and lawful).

9. Our Liability

9.1 To the fullest extent permissible by law, we accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) our Site or the use of or reliance upon any Content included on our Site.

9.2 To the fullest extent permissible by law, we exclude all representations, warranties and guarantees (whether express or implied) that may apply to our Site or any Content included on our Site.

9.3 If you are a business user, we accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

9.4 We exercise all reasonable skill and care to ensure that our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of our Site (including the downloading of any Content from it) or any other site referred to on our Site.

9.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of our Site resulting from external causes including, but not limited to, internet service provider equipment failure, host equipment failure, communications network failure, natural events, acts of war, legal restrictions or censorship.

9.6 Nothing in these Website Terms of Use excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

9.7 If you are a consumer visiting our Site, please contact your local Citizens' Advice Bureau or Trading Standards Office for full details of your legal rights, including those relating to digital content.

10. Privacy and Cookies

Use of our Site is also governed by our Privacy and Cookie Policy, which is incorporated into these Website Terms of Use by this reference.

11. Changes to these Website Terms of Use

We may alter these Website Terms of Use at any time. Any such changes will become binding on you upon your first use of our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

12. Contacting Us

To contact us, please email us at sales@goldenlarch.co.uk.

13. Law and Jurisdiction

13.1 These Website Terms of Use, and the relationship between you and us (whether contractual or otherwise) will be governed by and construed in accordance with the laws of England & Wales.

13.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in clause 13.1 above takes away or reduces your rights as a consumer to rely on those provisions.

13.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and us relating to these Website Terms of Use, or the relationship between you and us (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by your residency.

13.4 If you are a business, any disputes concerning these Website Terms of Use, the relationship between you and us, or any matters arising from them or associated with them (whether contractual or otherwise) will be subject to the exclusive jurisdiction of the courts of England and Wales.