

# **GENERAL TERMS AND CONDITIONS OF USE**

## **OF AND TO kcrdesign.co.uk**

### **REFERENCES**

Reference to:

- 'You', 'Your' and 'Yours' are references to any person(s) accessing the Website/Services, including but not limited to, visitors, registered and unregistered users;
- 'We', 'Our' and 'Us' are references to PICKHILL SERVICES LTD, trading as 'KCR Design' and/or 'kcrdesign.co.uk' ("PICKHILL SERVICES LTD");
- 'User' is reference to any persons having access to or use of the Website/Services;
- kcdesign.co.uk is reference to the Website;
- PICKHILL SERVICES LTD is reference to the site owner, trading at PICKHILL SERVICES LTD 6 Chada Avenue Gillingham Kent ME7 4BN whose Registered Office is situated at: First Floor, 6/7 Market Place, Devizes, Wiltshire. SN10 1HT Registered in England and Wales No 6949517. This being the address for the service of any notice by any user.

These terms constitute the entire agreement and understanding between you and PICKHILL SERVICES LTD in relation to the subject matter. If you do not agree these terms, you may not use this site, or the services provided within it.

### **Who We Are**

PICKHILL SERVICES LTD are professional designers for the domestic and commercial sectors, providing but not limited to, design, build, extend, conversions, decorating and landscaping.

### **1. ACCEPTANCE OF TERMS**

1.1 Your access to and use of kcrdesign.co.uk ("The Website") and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.

1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

### **2. THE SERVICES**

2.1 The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/other message or communication facilities (“the Services”) designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only;

2.2 The Website/Services may include the advertisement of goods or services, including but not limited to an indication of price, description and specification (subject to clause 14.3);

2.3 The Website/Services may include but is not limited to the placement of advertisements, which are subject to PICKHILL SERVICES LTD Terms of Advertising and Terms of Business.

### **3. NO OFFERS**

3.1 Neither the information, advertisement nor any opinion contained in our website or email constitutes an offer to sell or solicitation or an offer to buy any services or any services or any advice or recommendation with respect to such services.

3.2 All goods or services advertised on kcrdesign.co.uk is ‘subject to acceptance’ by PICKHILL SERVICES LTD following receipt of an order for goods, or instructions or brief for services.

### **4. CHILD SUPERVISION**

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

### **5. DATA PROTECTION AND PRIVACY POLICY**

5.1 We are committed to responsible data management and subscribe to the principles of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you.

5.2 If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Website/Services.

5.3 We use a technology called “cookies” as part of our normal business procedure to track patterns of behaviour of visitors to our Website. A cookie is an element of

data that the Website sends to your browser that is then stored on your system. You can set your browser to prevent this happening. Any information collected in this way can be used to identify you unless you change your browser settings.

5.4 We are registered under the Data Protection Act 1988 with the Information Commissioners Office as PICKHILL SERVICES LTD

## **6. USER ACCOUNT, PASSWORD AND SECURITY**

6.1 If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for the use with that Service.

6.2 You are responsible for maintaining the confidentiality of the username and password and also for all activities, which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security.

6.3 In no event will PICKHILL SERVICES LTD be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

## **7. ACCEPTABLE USE**

7.1 You acknowledge that all the information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that using the Services you may be exposed to Content that is offensive and/or indecent.

7.2 PICKHILL SERVICES LTD will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all the risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

7.3 In using the Website/Services you agree not to:

7.3.1 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

7.3.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing, or unlawful;

7.3.3 post, publish, distribute or disseminate material or information that incites discrimination, hate, or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

7.3.4 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

7.3.5 use any information or material in any manner that infringes any copyright, trademark, patent, or other proprietary right of any party;

7.3.6 make available or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another;

7.3.7 collect or store personal information about others, including email addresses;

7.3.8 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

7.3.9 impersonate any person or entity for the purpose of misleading others;

7.3.10 violate any applicable laws or legislations;

7.3.11 use the Website/Services in a manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;

7.3.12 post, publish, distribute or disseminate material or information that you do not have the right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);

7.3.13 attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.

7.4 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

## **8. OTHER TERMS AND CONDITIONS**

By using the website/services you acknowledge that other or additional terms and conditions may apply, including but not limited to our terms of business and other terms and conditions by third parties, which you further acknowledge is beyond our control and indemnify PICKHILL SERVICES LTD

## **9. TERMINATION AND SUSPENSION**

9.1 We have the right to terminate or suspend your access to any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions.

9.2 We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

## **10. LINKS TO THIRD PARTY WEBSITES**

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that PICKHILL SERVICES LTD is not responsible for the content or availability of any such sites.

## **11. INTERNATIONAL USE**

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the internet.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1 The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

12.2 PICKHILL SERVICES LTD does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate, or publish such Content for as long as you elect to display such Content via the Services.

## **13. IDEMNITY**

You agree to indemnify and hold PICKHILL SERVICES LTD harmless from and against any breach by you of these terms and Conditions and any claim or demand brought against PICKHILL SERVICES LTD by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, , including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by PICKHILL SERVICES LTD in consequence of your breach of these Terms and Conditions.

## **14. DISCLAIMERS AND LIMITATION OF LIABILITY**

14.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non infringement, compatibility, security and accuracy.

14.2 To the extent permitted by law, PICKHILL SERVICES LTD will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services, including but not limited to any loss or damage arising from any advertisements.

14.3 PICKHILL SERVICES LTD makes no warranty that the Website/Services will meet your requirements, that Content will be accurate (including but not limited to any legal advice) or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

14.4 Messages including email sent over the internet cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. PICKHILL SERVICES LTD are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message or email sent by you to PICKHILL SERVICES LTD or any message or email sent by PICKHILL SERVICES LTD to you over the internet.

14.5 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of PICKHILL SERVICES LTD for death or personal injury as a result of the negligence of PICKHILL SERVICES LTD.

14.6 Any reference to kcrdesign.co.uk in these terms and Conditions shall include PICKHILL SERVICES LTD.

14.7 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

## **15. SEVERENCE**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **16 GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with English law and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods. If this Agreement has been translated into a language which is not English and dispute arises as to the meaning or translation of any term of this Agreement, the interpretation of the English version shall prevail. The parties agree to submit to the exclusive jurisdiction of the English Courts.

**-END OF GENERAL TERMS AND CONDITIONS OF USE-**