

WEBSITE TERMS AND CONDITIONS OF USE

IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of this Site and to any correspondence by e-mail between the Company and you. Please read these terms carefully before using this Site.

Using this Site indicates that you accept this legal notice in full regardless of whether or not you choose to place an order or register with the Company. If you do not accept these terms, do not use this Site.

The notice is issued by The Company.

1. Introduction

- 1.1 You may access most areas of this Site without registering your details with us. Certain areas of this Site are only open to you if you register.
- 1.2 By accessing any part of this Site, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Site immediately.
- 1.3 The Company may revise this legal notice at any time by updating this posting. You should check this Site from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of this Site.

2. Licence

- 2.1 Subject to Condition 2.5, you are permitted to print and download extracts from this Site for your own personal use on the following basis:
 - 2.1.1 no documents or related graphics on this Site are modified in any way;
 - 2.1.2 no graphics on this Site are used separately from accompanying text; and
 - 2.1.3 the Company's copyright, trade mark notices and this permission notice appear in all copies.
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Site (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of this legal notice, any use of extracts from this Site other than in accordance with Condition 2.1 above for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use this Site will automatically terminate and you must immediately destroy any downloaded or printed extracts from this Site.
- 2.3 Subject to Condition 2.1, no part of this Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.
- 2.4 Any rights not expressly granted in this legal notice are reserved.
- 2.5 You must not visit or use this Site for the purposes of Commercial Gain.

3. Service Access

- 3.1 Whilst the Company endeavours to ensure that this Site is normally available 24 hours a day, the Company shall not be liable if for any reason this Site is unavailable at any time or for any period.
- 3.2 Access to this Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

4. Visitor Material and Conduct

- 4.1 Other than personally identifiable information, which is covered under the [Privacy Policy](#), any material or articles you transmit or post to this Site shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting or transmitting to or from this Site any material:
 - 4.2.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory,

- blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- 4.2.2 for which you have not obtained all necessary licences and/or approvals; or
- 4.2.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the United Kingdom or any other country in the world; or
- 4.2.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 4.3 You agree to indemnify the Company against any loss or damage suffered as a result of your contribution.
- 4.4 You may not misuse this Site (including, without limitation, by hacking).
- 4.5 Third parties may license information on this Site to the Company. You agree that you will not use any robot, spider, scraper or other automated means to access this Site for any purpose without the Company's express written permission. Additionally, you agree that you will not:
- 4.5.1 take any action that imposes, or may impose in the Company's sole discretion an unreasonable or disproportionately large load on the Company's infrastructure;
- 4.5.2 copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your information) from this Site without the prior written permission of the Company and the appropriate third party, as applicable;
- 4.5.3 interfere or attempt to interfere with the proper working of this Site or any activities conducted on this Site; or
- 4.5.4 bypass measures the Company may use to prevent or restrict access to this Site. The Company does not authorise you to extract or re-utilise substantial parts of this Site, or to make systematic and repeated extractions or re-utilisations of insubstantial parts of this Site.
- 4.6 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of Conditions 4.2, 4.4, 4.5.

5. Links to and from other Websites

- 5.1 Any links to third party websites on this Site are provided solely for your convenience. If you use any links, you leave this Site. The Company may not have reviewed any such third party websites and will not control or be responsible for such websites or their content or availability. The Company therefore does not endorse or make any representations about any links provided to third party websites, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites which may be linked to this Site, you do so entirely at your own risk.
- 5.2 You must seek and obtain the written consent of the Company before creating any link to this Site. All authorised links to this Site must be to the home page of this Site and make it clear that this Site and its content are distinct from the website containing the link.

6. Information contained on the Site

- 6.1 While the Company endeavours to ensure that the information on this Site is correct, the Company does not warrant the accuracy and completeness of the material on this Site. The Company may make changes to the material on this Site or described in it, at any time without notice. The material on this Site may be out of date, and the Company makes no commitment to update such material.
- 6.2 The material on this Site is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with this Site on the basis that the Company excludes all representations, warranties and conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Site.

7. Liability

- 7.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering this Site) and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of

loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Site in any way or in connection with the use, inability to use or the results of use of this Site, any websites linked to this Site or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Site or your downloading of any material from this Site or any websites linked to this Site.

- 7.2 Nothing in this legal notice shall exclude or limit the Company's liability for:
- 7.2.1 death or personal injury caused by the Company's negligence; or
 - 7.2.2 fraudulent misrepresentation; or
 - 7.2.3 any liability which cannot be excluded or limited under applicable law, including without limitation all relevant consumer law.
- 7.3 If your use of material on this Site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

8. Governing Law and Jurisdiction

- 8.1 This legal notice and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the laws of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this legal notice or its subject matter.

9. Definitions and Interpretation

- 9.1 The following words and expressions have the following meanings unless inconsistent with the context:

"Commercial Gain"	includes, without limitation, using this Site as part of advertising which may result in revenue generation or personal gain, selling goods to a third party and copying, reproducing, distributing, publishing, transferring, licensing, selling, commercially exploiting or duplicating any element of this Site whatsoever;
"Company"	Fayers Building and Plumbing Supplies trading as Just Add Water a company registered in England and Wales with company number 00187552; VAT number 856391984 whose registered office is at Atlas House, Montgomery Way, Biggleswade, Beds, SG18 UB UK – England and Wales and who may be contacted at info@justaddwater.co.uk ;
"Site"	www.justaddwater.co.uk ;
"you", "your"	an individual company or firm accessing this Site.

- 9.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time and any subordinate legislation made from time to time under the relevant statute or statutory provision.
- 9.3 References to persons include natural persons, firms, partnerships, companies, corporations, associations and organisations, (in each case whether or not having separate legal personality).
- 9.4 Use of any gender includes the other genders.
- 9.5 Words in the singular include the plural and words in the plural include the singular.
- 9.6 Any reference to **"writing"** or any cognate expression includes communications by post and email but excludes facsimile and text messages.
- 9.7 The headings to Conditions do not affect the interpretation of these Conditions.

9.8 Any phrase introduced by the term “**include**”, “**including**”, “**in particular**” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

The Site is operated by: The Company