

# WEBSITE TERMS & CONDITIONS & USAGE POLICY

---

## Policy Statement

This policy sets out the terms and conditions of use relating to the Carmichael<sup>UK</sup> website. It also confirms the company's cookie policy in relation to the use of cookies on the website.

Carmichael<sup>UK</sup> is committed to keeping the personal information of users confidential. The company does not sell or pass on user's personal details to third parties. All information provided by users will be used for the purposes stated and in accordance with the permissions that have been agreed by the user. Carmichael<sup>UK</sup> takes every possible precaution to protect all and any personal information that you may provide to the company. More information about privacy can be found in our Privacy Policy.

Carmichael<sup>UK</sup> is the trading name of Carmichael Site Services Limited whose registered office is at 34 Upper High Street, Thame, Oxfordshire OX9 2DN

## Policy Scope

This policy applies to all visitors and users of the Carmichael<sup>UK</sup> website. Use of the website is subject to agreement of these terms and conditions, and we assume that visitors and users have agreed with these. Visitors who do not agree with these terms and conditions should not continue to use this site. These website terms and conditions may be amended at any time without notice and users will be bound by the current version.

## Policy Elements

By continuing to use this website users are bound to the terms and conditions of use as outlined in this section of the website terms and conditions policy.

### Terms of use

All users may access information displayed on the website for their personal use only. Users may not copy or alter the material or use it for any commercial purpose. All content is checked for accuracy and integrity prior to uploading it to the website, however, Carmichael<sup>UK</sup> will not be held responsible for any errors or omissions. Carmichael<sup>UK</sup> does everything possible to ensure that the content displayed on the website is up to date, but the company will not make any commitment to update the materials and changes may be made at any time and without notice.

Carmichael<sup>UK</sup> will not accept any liability in respect of the use or inability to use the materials on the website. Carmichael<sup>UK</sup> will not accept liability in respect of the use of materials on any sites linked to this website. Links to other sites from the Carmichael<sup>UK</sup> site should not be considered an endorsement of that site by Carmichael<sup>UK</sup>.

# WEBSITE TERMS & CONDITIONS & USAGE POLICY

---

Users of the website will 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.

Users of the website agree that they will not use the service for illegal, immoral, misleading, defamatory, or discriminatory purposes. Users will not use the website in any manner that could infringe any copyright, trademark, patent, or other proprietary rights. Users will not load files to the website that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or the property of another.

## Intellectual Property Rights

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 users agree that they will access the contents solely for their 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.

Carmichael<sup>UK</sup> does not claim ownership of any materials users may post, upload or submit to any publicly accessible area of the services. However, by doing so users are granting Carmichael<sup>UK</sup> with 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 users elect to display such content via the services. The licence shall be terminated when such content is deleted from the services.

## Indemnity

All users of the website service agree to indemnify and hold Carmichael<sup>UK</sup> harmless from and against any breach by users of these Terms and Conditions and any claim or demand brought against Carmichael<sup>UK</sup> by any third party arising out of users 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 Carmichael<sup>UK</sup> in consequence of any user's breach of these Terms and Conditions.

## Termination

We have the right to terminate a user's 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. We may also at any time, at our sole discretion, discontinue the website/services or any part thereof without prior notice and users agree that we shall not be liable to them or any third party for any termination of access to the website/services.

# WEBSITE TERMS & CONDITIONS & USAGE POLICY

---

## Cookies

Cookies are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. Cookies cannot harm computers and they do not store personal information or information about the computer that is accessing the website.

Carmichael<sup>UK</sup> uses cookies on its website to help improve the user's website experience. Carmichael<sup>UK</sup> uses the following cookie types: -

- **Functionality Cookies** to remember choices, settings and preferences so that users do not have to keep re-entering them
- **Strictly Necessary Cookies** to remember terms of use that have been accepted so that users do not need to keep accepting them. Without these cookies, information users are looking for cannot be provided.
- **Performance Cookies** to measure how users use the website. This enables Carmichael<sup>UK</sup> to ensure that the website meets the user's needs.

Most web browsers allow users to modify their preferences to notify them when a cookie is set, or to reject all cookies. However, by selecting this option, certain areas of a website will not function correctly.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit [www.aboutcookies.org](http://www.aboutcookies.org).

## IP Addresses

All web servers record the IP addresses of the users that connect to their websites. Carmichael<sup>UK</sup> uses this information solely for the purpose of monitoring traffic to the website and does not use the information for tracking activities of specific visitors.

## Information supplied by users

Users are responsible for the information that they provide to Carmichael<sup>UK</sup> via the website. Information supplied must be true, accurate and free of viruses. Information shared with our website by users must not be offensive, defamatory, discriminatory, or unlawful.

# WEBSITE TERMS & CONDITIONS & USAGE POLICY

---

## Responsibilities of Carmichael<sup>UK</sup>

Carmichael<sup>UK</sup> is responsible for:

- Adhering to the website terms and conditions and cookie policy in respect of its obligations.
- Ensuring that the policy is clearly displayed on the company's website.

## Responsibilities of Visitors and Users

Visitors and users of the Carmichael<sup>UK</sup> website are responsible for:

- Leaving the website if they do not agree with the terms and conditions of use.
- Ensuring that all content that they may share is true, accurate and free of viruses.

## Approval & Review

This policy will be reviewed once a year to ensure continuing suitability with business requirements. As necessary additional alterations may be made from time to time in the light of legislative changes, operational procedures, or other prevailing circumstances.

This policy has been approved by the Board of Directors to ensure it is fit for the purposes of the business.

