

## PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

### Terms of Website Use

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of the McConnel Limited website ("**our website**"), whether as a guest or a registered user. Use of our website includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our website, as these will apply to your use of our web site. We recommend that you print a copy of this for future reference.

By using our website, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our website.

### **Other Applicable Terms**

These terms of use refer to the following additional terms, which also apply to your use of our website:

Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us and our use of cookies. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our website. When using our website, you must comply with this Acceptable Use Policy.

Our [Cookie Policy](#), which sets out information about the cookies on our website.

If you purchase goods from our site, our [Terms and Conditions of Sale](#) will apply to the sales.

### **Information about Us**

Our website is a website operated by McConnel Limited ("We"). We are a limited company registered in England and Wales under company number 305192 and have our registered office at Station Road, Salford Priors, Evesham, Worcestershire, WR11 8SW. Our main trading address is McConnel Ltd, Temeside Works, Ludlow, Shropshire, SY8 1JL. Our VAT number is GB 133 8747 53

### **Changes to These Terms**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### **Changes to Our Website**

We may update our website from time to time, and may change the content at any time. However, please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our website, or any content on it, will be free from errors or omissions.

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## Accessing Our Website

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## Your Account and Password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [sales@mccconnel.com](mailto:sales@mccconnel.com)

## Intellectual Property Rights

Our website contains material which is owned by or licensed to us (including but not limited to the photography, images, design layout, look, appearance and graphics). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Any trademarks reproduced on our website which are not the property of, or licensed to us are acknowledged on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

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## No Reliance on Information

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.

## Limitation of Our Liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our site; or use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation or any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our [Terms and Conditions](#).

## Uploading Content to Our Website

Whenever you make use of a feature that allows you to upload content to our website, or to make contact with other users of our site, you must comply with the content standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

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Any content you upload to our website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our website.

We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

### **Viruses**

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

### **Linking to Our Website**

You may not create a link to our website from another website or document without our prior written consent.

### **Third Party Links and Resources in Our Website**

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those websites or resources, nor do we endorse those websites.

### **Applicable Law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

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If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

To contact us, please email [sales@mccommel.com](mailto:sales@mccommel.com)

Thank you for visiting our website.

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