

## **Fords South West Limited: Website Terms & Conditions**

These terms and conditions apply to the entire contents of this website under the domain name <http://www.fords.co.uk/> ("**Website**") and to any correspondence by e-mail between us and you.

Please read these terms and conditions carefully before using this Website. By using this Website, you indicate that you accept these terms regardless of whether or not you choose to register with us. Please do not use this Website if you do not accept our terms and conditions. This notice is issued by Fords South West Limited (company number 10293411) ("**Fords**")

Fords tries to ensure that this Website is available 24 hours a day. Fords will not be liable if this Website is unavailable at any time or for any period for any reason.

Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Fords control.

### **1. INTRODUCTION**

- 1.1 You may access any area of this Website without registering your details with us.
- 1.2 You are deemed to have accepted this legal notice in full by entering any part of this website. You must leave this Website immediately if you do not accept any of these terms and conditions in full.
- 1.3 Fords can revise these terms and conditions at any time. You should check whether the terms and conditions have changed on our Website, as they are binding. Provisions of these terms and conditions may be superseded by expressly designated legal notices or terms which are located elsewhere on the Website.

### **2. ACCESS AND USE OF OUR WEBSITE**

- 2.1 You are allowed to download and print extracts from this website from this Website for your own use but only if the below conditions are met. The use of any extracts other than in accordance with the below conditions is forbidden.
  - a) no documents or related graphics on this Website can be modified in any way;
  - b) no graphics on this Website can be used separately from accompanying text;
  - c) Fords' copyright and trade mark notices and this permission notice must appear in all copies of this Website; and
  - d) any such use is for your own personal use only and no materials should be used for any commercial purposes whatsoever.
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by Fords (or its licensors).
- 2.3 If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website. You may also be liable to indemnify us against any losses we incur as a result of your use of this Website or any information extracted from it.

2.4 Subject to paragraph 2.1, you may only reproduce or store part of this website in any other website or include any part of the website in any public or private electronic retrieval system or service if you have Fords' prior written permission. Any rights not expressly granted in these terms are reserved.

### **3. VISITOR BEHAVIOUR**

3.1 Other than personally identifiable information, which is covered under Fords' Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary and Fords will have no obligations in respect of this material.

3.2 Fords and its designees are free to copy, disclose, distribute, incorporate and otherwise use all material and all data, images, sounds, text and other things that you provide for any and all commercial or non-commercial purposes. This will not apply to any emails sent to us via our website which will Fords will treat as confidential on receipt. However, you are responsible for ensuring any email is correctly addressed as email is not necessarily secure.

3.3 We recommend that you contact Fords either by email or post to the firm's office address or email address provided below where your correspondence contains any particularly sensitive or confidential information so that we can make appropriate arrangements.

3.4 You are prohibited from posting or transmitting to or from this Website any material:

- (a) that is threatening, defamatory, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, in breach of confidence, privacy or anything which may cause insult, annoyance or inconvenience; or
- (b) for which you have not obtained all necessary licences and/or approvals; or
- (c) 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 UK or any other country in the world; or
- (d) 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).

3.5 You may not misuse the Website (including, without limitation, by hacking).

3.6 Fords will fully co-operate with any law enforcement authorities or court order requesting or directing Fords to disclose the identity or locate anyone posting any material in breach of paragraph 3.4 and/or paragraph 3.5

### **4. LINKS TO AND FROM OTHER WEBSITES**

4.1 Links on this Website to third party's websites are only provided for your convenience. You will leave this Website if you use these links. Fords has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. Fords does not endorse or make any representations about

third party links, or any material found there, or any results that may be obtained from using third party links. You access any third party websites linked to the Website entirely at your own risk.

4.2 You are not allowed to create links to this website. Please contact us at [jdorman@fords.co](mailto:jdorman@fords.co). if you want to do so and we will consider whether to discuss the matter. Fords expressly reserves the right to revoke the right granted in paragraph 2.1 for breach of these terms and to take any action it deems appropriate. You shall fully indemnify Fords for any loss or damage suffered by Fords for breach of this paragraph.

## **5. DISCLAIMER**

5.1 While Fords tries to ensure that the information on this Website is correct, Fords does not warrant the accuracy and completeness of the material on this Website. Fords may make changes to the material on this Website, or to the services described in it, at any time without notice. The material on this Website may be out of date, and Fords makes no commitment to update such material.

5.2 The material on this Website is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Fords provides you with this Website on the basis that Fords excludes all representations, warranties, 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 Website.

5.3 Where any information is provided on this Website or in any newsletter or similar correspondence we may send you at any time, such materials are provided for general information and reference purposes only and they should not be relied upon.

5.4 If you have any specific queries then you should seek legal advice and we will not be liable for any action you take or failure to act following a review of the information placed on the Website.

## **6. LIABILITY**

6.1 Fords, any other party and any of Fords’ partners, employees or their agents 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 Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website 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 Website or your downloading of any material from this Website or any websites linked to this Website.

6.2 Nothing in these terms and conditions excludes or limits Fords’ liability for:

- a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or

- b) fraud; or
- c) misrepresentation as to a fundamental matter; or
- d) any liability which cannot be excluded or limited under applicable law.

6.3 You assume and will be responsible for all costs if any material on this Website results in the need for servicing, repair or correction of equipment, software or data.

## **7. GOVERNING LAW AND JURISDICTION**

7.1 These terms and conditions are governed by and construed in accordance with English law.

7.2 Disputes arising in connection with this legal notice are subject to the exclusive jurisdiction of the English courts.

7.3 This Website is intended for users in the UK. We make no representations that the materials and Website are suitable for users outside England and Wales, and if you access the Website from outside of England or Wales you are solely responsible for ensuring compliance with all relevant local laws, and you hereby indemnify us from any liability arising in connection with your use and access to the Website.