



## **TERMS AND CONDITIONS - WEBSITE**

This page (together with the documents referred to in it) tells you the terms of use on which you may make use of the website at <https://www.wheelers.co.uk> ("our site").

These terms apply whether you use our site as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site.

By using our site, 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 site.

## **OTHER APPLICABLE TERMS**

These terms of use refer to our Privacy Statement (found on our website), which will also apply to your use of our site. This sets out the terms on which we process any personal data we collect from you, or that you provide to us, as well as information about the cookies on our site. By using our site, you consent to us processing your data and you warrant that all data provided by you is accurate.

## **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 make, as they are binding on you.

## **ACCESSING OUR SITES**

Unless otherwise stated for any content and/or functionality our site is made available free of charge.

We do not guarantee that our site, or any content or functionality 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 site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

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

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

## **CHANGES TO OUR SITE**

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 However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

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

## **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. If you use a social media login function, you must keep your social media account details confidential and must not allow any third party to access or use your social media account.

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 [enquiries@wheelers.co.uk](mailto:enquiries@wheelers.co.uk) and provide any relevant details.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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 site 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 site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **NO RELIANCE ON INFORMATION**

The content on our site 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 site.

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

## **UPLOADING CONTENT TO OUR SITE**

Our site may enable you to upload and share text, images, photographs, logos, data, information, views, graphs and/or other materials (Content). The ways in which you might publish and share Content on our site may include (but are not necessarily limited to):

1. articles;
2. blog posts; and
3. community content (including forum posts and user comments).

When posting Content as an article or blog post, you undertake and agree that:

- the Content is your own original work and is not copied or adapted from any third party work without their consent;
- you have not recently published identical or substantially similar Content elsewhere on the internet;
- you will not publish such Content on other third-party sites without including a hyperlink source reference to our site;
- the Content shall be accurate in all material respects;
- we may review the Content prior to publication on our site and may make reasonable changes to the Content and/or reject publication of the Content in part or in whole.

Whenever you make use of a feature that allows you to upload Content to our site, or to make contact with other users of our site, you must comply with our acceptable use & content standards.

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. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any Content you upload to our site 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 non-exclusive, royalty-free, perpetual, worldwide licence

(including the right to sub-licence) to use, store, copy, modify and adapt that Content and to distribute and make it available to third parties.

You warrant and represent that 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 site 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 site.

We have the right to remove any posting you make on our site for any reason whatsoever including if, in our opinion, your post does not comply with the acceptable use & content standards set out below.

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

## **ACCEPTABLE USE AND CONTENT STANDARDS**

### **a. Prohibited uses**

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (set out below);
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use;
- not to access without authority, interfere with, damage or disrupt:
- any part of our site;

- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

#### **b. Interactive services**

We may from time to time provide interactive services on our site, including, without limitation:

- Comment features.
- Bulletin boards.
- Question and answer features.

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

All interactive services are subject to fair usage and we reserve the right to suspend or delete any user account which is using any of the interactive services excessively or otherwise in breach of these terms of use.

#### **c. Content standards**

These content standards apply to any and all Content which you contribute to our site and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards.

Contributions must:

- be accurate (where they state facts).
- be genuinely held (where they state opinions).
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person;

- Contain any material which is obscene, offensive, hateful or inflammatory;
- Promote sexually explicit material;
- Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person;
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Promote any illegal activity;
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- Be likely to harass, upset, embarrass, alarm or annoy any other person;
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- Give the impression that they emanate from us, if this is not the case;
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

#### **d. Private messaging**

Our site may enable you to send private messages to other users. If it does do so, you agree that our acceptable use & content standard apply to any such private messages. For the avoidance of doubt, We have the power and right to access and review all private messages transmitted via our site and may do so in our sole discretion if we think it is necessary or if we receive a report of abuse from another user.

#### **e. Suspension and termination**

We will determine, in our discretion, whether there has been a breach of our acceptable use & content standards through your use of our site. When a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with our acceptable use & content standards constitutes a material breach of the terms of use, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;

- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of our terms of use, including our acceptable use & content standards. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

### **THIRD PARTY RESOURCES AND LINKS TO OUR SITE**

Our site may contain features, articles and other content which is published for and on behalf of, or is otherwise sponsored by, third parties. Such content is provided for information only and does not represent our views or opinions or an endorsement of any particular brand, product or service.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

We may also provide information about third party products and services, as well as the opportunity to purchase such products and services. In the event that you choose to do so, you will be taken to the relevant third party's website in order to complete your purchase. The third party provider will have its own terms & conditions which you should read prior to using their site, or purchasing any products or services.

### **VIRUSES**

We do not guarantee that our site 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 site. You should use your own virus protection software.

You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 site will cease immediately.

## **LINKING TO OUR SITE**

You may link to our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out above.

## **USER DATA REMOVAL**

You have the right to request the deletion of your user account and personal data by contacting us at [enquiries@wheelers.co.uk](mailto:enquiries@wheelers.co.uk).

Please note that the deletion of your account and/or personal data shall not affect any of your Content published on our site, which may continue to be stored by us and accessible by other users of the site. Our right to store and use such Content in accordance with these terms of use shall be unaffected.

## **CONTENT REMOVAL PROCESS**

We may, but shall have no obligation to, monitor the Content published on our site and remove, edit and/or block, Content or accounts posting Content that we determine in our sole discretion violates these terms of use.

If you become aware of any Content which you believe may violate these Terms, is defamatory, offensive, illegal, or invades your privacy, please contact us immediately at [enquiries@wheelers.co.uk](mailto:enquiries@wheelers.co.uk) with details.

We will review the Content in question and determine whether it should be removed. As 'innocent disseminators' of the Content on this site, our policy is to remove Content only when there is a clear legal obligation for us to do so – we will defend our users' right to freedom of speech if we have sufficient reason to believe that content was posted in good faith, without malice and is the honestly held opinion of the author.

We will notify you of our decision as soon as reasonably practicable. If you disagree with our judgement on the removal of Content and still wish it to be removed, we ask that you follow the requirements of the Pre-Action Protocol for Defamation. It is advisable to seek legal guidance on this if necessary.



## **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 site 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.
- 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.

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 to from our site. 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.

## **APPLICABLE LAW**

These terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the court/s of England and Wales will have exclusive jurisdiction in relation to any claim or dispute.

## **CONTACT US**

To contact us, please email [enquiries@wheelers.co.uk](mailto:enquiries@wheelers.co.uk).