

JOHN SMEDLEY

TERMS OF WEBSITE USE

DOCUMENT VALID FROM 19/06/2009

IF YOU HAVE DOWNLOADED THIS DOCUMENT, PLEASE ENSURE IT IS THE LATEST VERSION BY VISITING WWW.JOHNSMEDLEY.COM

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.johnsmedley.com (**our site**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Information about us

www.johnsmedley.com is a site operated by John Smedley Limited (“**We**”). We are a limited company. We are registered in England under company number 00040000 and have our registered office at Lea Mills, Matlock, Derbyshire, DE4 5AG. Our VAT number is GB 125 6154 85

Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

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, and 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 opinion you have failed to comply with any of the provisions of these terms of use.

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, and that they comply with them.

Acceptable use

You may only use our site 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 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.

To transmit any material that is defamatory, obscene, offensive, hateful, inflammatory or is likely to deceive any person.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site without our express permission.
- Not to provide information that is inaccurate, fictional or misleading.
- 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.

Intellectual property rights

Unless otherwise stated, 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 reference.

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 material on our site must always be acknowledged.

You must not use any part of the materials 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 destroy any copies of the materials you have made.

Reliance on information posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and any third parties connected to us, hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information about you and your visits to our site

We process information about you in accordance with our [privacy policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate, genuine and lawful.

Transactions concluded through our site

Contracts for the supply of goods formed through our site or as a result of visits made by you are governed by our [terms and conditions of sale](#).

Browser requirements & settings

For the purpose of purchasing goods on our site, we recommend that you use the following Web browsers for best results with the John Smedley Virtual Store: Mozilla Firefox 3 or later, Internet Explorer 7 or later, or Safari 3 or later. In order to complete a purchase online your browser must be capable of supporting SSL (Secure Socket Layer) Encryption. The above recommended browsers conform to this requirement.

Some versions of browsers and some firewalls do not permit communication through secure servers. In this case, you will be unable to connect to the server and thus it will not be possible to mistakenly place an order through an unsecured connection. To check that you have accessed our secure server, look for the unbroken key or closed lock symbol in the lower left-hand corner of your browser window. The URL will also change to https:// from http://.

Linking to our site

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

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these terms of use. If you wish to make any use of material on our site other than that set out above, please address your request to enquiries@johnsmedley.com.

Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have not reviewed all of these sites and we have no control over the contents of those sites or resources. We do not endorse or make any representation about them and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Suspension and termination

If, in our opinion, these terms of use have been breached, we may take such action as we deem appropriate, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your rights to use 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 these terms of use. The responses set out above are not limited, and we may take any other action we reasonably deem appropriate.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Your concerns

If you have any concerns about material which appears on our site, please contact enquiries@johnsmedley.com or John Smedley Limited, Lea Mills, Matlock, Derbyshire, DE4 5AG. Alternatively, you can telephone us on 01629 534571 (international no. +44 1629 534571) or send a fax on 01629 534691 (international no. +44 1629 534691).

Thank you for visiting our site.