

Website Terms of Use

1. General

- 1.1 This website, www.qualitydecking.co.uk/homegarden (the "Site"), is operated by Home & Garden Builders Merchants and Hoppings Softwood Products PLC.

Home & Garden Builders Merchants is registered in England and Wales under company number Home & Garden Builders Merchants. Our registered office is at 122 Delce Road, Rochester, Kent ME1 2DT. Our main trading address is 122 Delce Road, Rochester, Kent ME1 2DT. Our VAT number is 373663138.

Hoppings Softwood Products PLC is registered in England and Wales under company number 00287879. Its registered office is at 3 Southernhay West, Exeter, EX1 1JG. Its main trading address is The Woodyard, Epping Road, Epping, Essex, CM16 6TT. Its VAT number is 451000024.

- 1.2 In these terms and conditions references to "we", "us" or "our" are references to Home & Garden Builders Merchants of 122 Delce Road, Rochester, Kent ME1 2DT

2. Terms of Use

- 2.1 These terms and conditions ("Terms") tell you the terms of use on which you may make use of our Site, whether as a guest or a registered user. Please read these Terms carefully before you start to use the Site.

- 2.2 By accessing, using, browsing, shopping or booking on this Site you agree that you have read, understood and agree to be bound by these Terms and you agree to comply with all applicable laws, rules and regulations. If you do not accept these Terms, please DO NOT continue to use the Site.

3. Changes to our Site

- 3.1 We aim to update our Site regularly, and may change the content at any time without notice by adding or removing features or services. This will be without liability to you.

- 3.2 If the need arises, we may suspend access to our Site, or close it indefinitely.

- 3.3 Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

4. Reliance on information posted

- 4.1 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.

5. Law and Jurisdiction

- 5.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 5.2 All claims arising from, or related to, a visit to our Site, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

6. Information about you and your visits to our Site

We process information about you in accordance with our privacy policy. Please refer to our privacy policy on our website. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

7. 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 supply. Please refer to our terms and conditions of supply on our website.

8. Intellectual Property Rights

- 8.1 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.
- 8.2 The copying or incorporation into any other work of part or all of the material available on the Site in any form is strictly prohibited save that you may save and print

individual items included on this Site. However this must be for your personal, non-commercial use only. You may also send selected individual items to other users of the Site or your friends or work colleagues provided that they only use them for their own personal, non-commercial use and that you inform them that these conditions apply to them and that they must comply with them. Any other onward distribution or further publication is prohibited.

- 8.3 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.
- 8.4 Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged.
- 8.5 If you print off, copy or download any part of our Site in breach of these Terms, 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.

9. Links

- 9.1 Any links to other sites and resources provided by third parties featured on this Site have been included for your information only. The inclusion of a link does not imply that we endorse or accept any responsibility for the linked site, its content or its provider. We do not accept any liability for any website not under our control. Access to a linked site will be subject to that site's own terms and conditions, to which you should refer.
- 9.2 We do not accept any liability for any website not under our control which may act as a portal to our Site or be connected by a link with our Site or that we connect by a link to. Any links to this Site must first be approved by request in an e-mail to homeandgardendiy@googlemail.com. Requests for links to be placed on this Site must be made via e-mail to homeandgardendiy@googlemail.com.

10. Our liability

- 10.1 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, other members of

our group of companies and third parties connected to us hereby expressly exclude (1) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and/or (2) any liability for any direct, indirect or consequential loss or damage incurred by you in connection with the use and/or inability to use the Site, any sites linked to the Site and/or any materials posted on it, including, without limitation any liability for (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits or contracts; (iv) loss of anticipated savings; (v) loss of data; (vi) loss of goodwill; (vii) wasted management or office time; (viii) loss and/or damage arising from your computer being infected by any virus or malicious software; and (ix) 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.

10.2 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.

11. Viruses, hacking and other offences

11.1 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.

11.2 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.

11.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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 material posted on it, or on any website linked to it.

12. Variations

We may revise these Terms 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 may also be superseded by provisions or notices published elsewhere on our Site.

13. Further Details

For any further details about our website terms of use please e-mail homeandgardendiy@googlemail.com.