

## **Terms & Conditions**

Terms and conditions of use

### **1. Introduction**

- 1.1 These terms and conditions shall govern your use of the Archbold Accident Repair website.
- 1.2 By using this website you fully accept these terms and conditions. If you do not agree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with this website, use any website services, or submit any material to our website we will ask you to agree to these terms and conditions.
- 1.4 This website uses cookies for the purposes of delivering the content, and to enable us to track visits; by using this website or agreeing to these terms and conditions, you provide your acceptance of the cookies used on this site and the terms of our privacy policy.

### **2. Copyright notice**

*Archbold Accident Repair is a trading name of Archbold Carshop Ltd. Copyright © 2021.*

- 2.1 We own and control 100% of the copyright and other intellectual property rights in our website and the material on our website; and
- 2.2 all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### **3. Licence to use this website**

- 3.1 When using the site you may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;
  - (d) stream audio and video files from our website
- 3.2 This website can only be used for your personal and business purposes, and you must not use our website for any other purposes.
- 3.3 You must not edit or otherwise modify any material on our website, except as permitted by these terms and conditions,
- 3.4 Unless you own/control the rights of the content on this website, you must not:
  - (a) republish content from this website (this includes republication on another website for example);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;

- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.5 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

#### **4. Acceptable use**

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting on or in relation to our website without our express written consent);
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

#### **5. Your content: licence**

5.1 In these terms and conditions, “your content” means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

5.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

5.3 You grant to us the right to sub-license the rights licensed under Section 8.2.

5.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 8.2.

5.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

5.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

5.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **8. Limited warranties**

8.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

8.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

8.3 To the maximum extent permitted by applicable law and subject to Section 10.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **9. Limitations and exclusions of liability**

9.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

9.2 The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:

- (a) are subject to Section 10.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

9.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

9.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

9.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

9.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

9.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

9.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **10. Breaches of these terms and conditions**

10.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise.

## **11. Assignment**

11.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

11.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

11.3 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

11.4 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

11.5 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

11.6 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **12 Entire agreement**

12.1 These terms and conditions, together with our privacy policy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **13. Law and jurisdiction**

13.1 These terms and conditions shall be governed by and construed in accordance with English law.

13.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

## **Our details**

This website is owned and operated by Archbold Accident Repair which is a trading name of Archbold Carshop Ltd. Copyright © 2021.

Our contact email address is available on our [contact page](#) Our address and contact for written correspondence is

Archbold Accident Repair, Albert Rd, Morley, Leeds LS27 8TT

Any Data Subject Access Request should be made to the following email address [steveduke@archboldcarshop.co.uk](mailto:steveduke@archboldcarshop.co.uk)

You can contact us:

- (a) by post, to the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on the contact number published on our website