

## **Website terms of use**

### **REGULATORY INFORMATION AND TERMS AND CONDITIONS OF USE**

Please read the following section carefully as it contains the conditions of use governing your use of the UK Assistance Accident Repair Centres website pages at [www.ukaarc.com](http://www.ukaarc.com).

By using this Site you hereby agree to these conditions of use in force at that time.

If you wish to contact UK Assistance Accident Repair Centres regarding any matter set out in these conditions, you may do so by contacting us by phone, or by writing to us using the following contact details:

UKAARC, MP 15, Churchill Court, Westmoreland Road, Bromley, Kent BR1 1DP

Telephone: 01651831 442 / 437 / 962 / 415

### **COMPANIES OPERATING ON THE SITE**

The Site is operated by UK Assistance Accident Repair Centres Limited ("UKAARC")

UKAARC is registered in England and Wales under company number 02568507, with registered office address at Churchill Court, Westmoreland Road, Bromley, Kent BR1 1DP.

### **AVAILABILITY OF SITE**

Whilst we have taken care in the preparation of the Site, certain technical matters may be beyond our control and we cannot guarantee that you will have uninterrupted or error free access to all of the Site at all times, that defects will be remedied, or that the Site, or the server that makes the Site available, are virus or bug free. Access may be suspended occasionally or restricted to allow for repair or maintenance or for the introduction of new services.

### **USE OF PERSONAL INFORMATION**

Through your use of the Site you agree that personal information that is provided will be dealt with in accordance with our privacy policy.

### **TRADEMARKS**

Images, logos, names and trademarks on the Site are proprietary marks of UKAARC and/or any applicable relevant third party. Unless otherwise agreed in writing nothing on the Site shall be deemed to confer on any person any licence or right to use any such image, logo, name or trademark and any such use may constitute an infringement of the rights of the holder.

### **OWNERSHIP OF ALL MATERIALS ON THE SITE**

We are the owner of all copyright, design, graphical and text arrangements, database rights and other intellectual property rights that exist in the content of the Site unless otherwise stated. The Site is intended for non-commercial personal use only. You may not commercially exploit, publish, distribute, extract, re-utilise or

reproduce any part of the Site in any material form (including photocopying or storing it in any medium by electronic means) or use it in any other way other than in accordance with the limited use licence set out in our copyright notice.

Interference or entry to the Site with intent to corrupt, damage or deny service from the Site or for other commercial benefit shall be taken seriously and we shall take such action as is necessary to protect the Site from any such activities to protect our intellectual property rights. You acknowledge that damages may not be an adequate remedy for any infringement of such rights by you and that we are entitled to the remedies of injunction, specific performance, orders to deliver up infringing copies and any other statutory or equitable relief for any threatened or actual infringement and that no proof of special damages is necessary for reliance on such remedies.

## **EXTERNAL LINKS**

We may provide links to other websites that are not under our control. These links are provided for your convenience. When you activate these links, you will leave the Site. We do not endorse or take responsibility for the content on third party websites or the availability of those websites and we are not liable for any loss or damage that you may suffer by using those websites. If you decide to access linked websites you do so at your own risk.

Certain links on the Site will lead you to websites that are under the control of other companies. These sites are operated on a local basis and may be subject to laws and/or regulation other than the UK. Please consult the conditions of use and privacy statement on those websites for further details on use of those websites.

## **SITE ACCESS AND PASSWORD USAGE**

The Site is directed at those who can access the Site from the UK and is intended for use by UK residents only.

You must not use the Site in any way that causes or is likely to cause access to be interrupted, or impaired in any way and you acknowledge and agree that you are responsible for electronic communications sent from your computer.

## **DISCLAIMER**

We will do our best to correct errors and omissions as soon as we can

The following provisions should be read carefully as they exclude or limit our legal liability in connection with your use of this website. Nothing in these terms and conditions attempts to exclude liability that is not permissible under applicable law, including without limitation, death or personal injury, or for fraudulent misrepresentation.

While we have taken all reasonable steps to ensure the accuracy and completeness of the content of the website, we exclude any warranties, undertakings or representations (either express or implied) to the full extent permitted under applicable law, that the website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the website or any part of the content or materials are appropriate or available for use either in the United Kingdom or in other jurisdictions. If you use this website from other jurisdictions, you are responsible for compliance with applicable local laws.

We accept no liability in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of or access to this website (which includes without limitation) any errors or omissions contained in this website or if the website is unavailable and we shall not be liable for any direct or indirect:

- economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
- loss of goodwill or reputation;
- special, incidental, consequential loss or damage, suffered or incurred arising out of or in connection with your use of this website and these terms and conditions.

Access to and use of this website is at the user's own risk and we do not warrant that the use of this website or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third parties.

#### **AMENDMENT TO THESE CONDITIONS OF USE**

We reserve the right to amend the Site and these conditions of use without notice from time to time. Any such amendment shall be effective once the revisions have been posted on this Site. As these Conditions of Use may be updated from time to time, we suggest that you check them whenever you visit the Site. The last update was made in October 2014.

If any of these provisions shall be unlawful, void or unenforceable for any reason the particular provision shall be deemed deleted and will not affect the validity or enforceability of the remaining provisions.

#### **MONITORING OF TELEPHONE CALLS AND EMAILS**

Telephone calls and email correspondence with us as a result of your access to the Site may be recorded for training purposes and to assist in the prevention of fraud. By using such communication methods you are consenting to such activities taking place.

#### **WAIVER**

If you breach these terms of use and we do not take immediate action against you we are still entitled to enforce our rights and remedies in respect of any such breach or any subsequent breach.

#### **JURISDICTION AND LAW**

These conditions of use shall be governed by and construed in accordance with English law. Disputes arising here from shall be subject to the exclusive jurisdiction of the courts of English courts.