# **TERMS OF WEBSITE USE**

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.

## **WEBSITE INFORMATION & DISCLAIMER**

The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such. We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from use of this site.

## **ABOUT US**

iirc.co.uk is a site operated by Internet Intranet Resourcing Consultancy Ltd (also known as I.I.R.C. Limited) ("We"); we are a company registered in England and Wales under registration number 3156292. Our registered office is 7 Medway Close, Skelton-in-Cleveland, TS12 2JZ, England. Our VAT number is 659 9230 92.

## **ACCESS TO 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 (see below).

# SITE AVAILABILITY

All reasonable measures are taken by us to ensure that this website is operational all day, every day. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if for any reason our site is unavailable at any time or for any period.

Where possible we always try to give advance warning of maintenance issues that may result in website downtime but we shall not be obliged to provide such notice.

## SITE CHANGES

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 Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## **INTELLECTUAL PROPERTY RIGHTS**

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# **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 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, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

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.

# **VIRUSES, HACKING AND OTHER OFFENCES**

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 cooperate 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.

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.

## LINKS TO OUR SITE

You may link to our site provided that you do so in a fair and legal way which 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. You must not establish a link from any website that is not owned by you.

# **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 no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise that you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

## LAW AND JURISDICTION

The laws of England and Wales govern these terms and conditions. By accessing this website [and/or using our services/buying our products] you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply.

## **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.

## **COMMUNICATION**

We have several different e-mail addresses for different queries. These and other contact information can be found on the CONTACT page on our website.

# YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact info@iirc.co.uk.