

Terms of Use

1 About our Terms

- 1.1 These Terms explain how you may use this website (the **Site**).
- 1.2 References in these Terms to the Site is to <u>www.shredstation.co.uk</u> and all associated web pages.
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by:
 - 1.6.1 e-mail website@shredstation.co.uk or
 - 1.6.2 telephone 0800 035 3395

Definitions

policy

- **Content** means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
- **Terms** means these terms and conditions of use as updated from time to time under clause 11;

Cookie means the <u>policy</u> which governs how we use cookies in the Site;

Privacy means the <u>policy</u>, which governs how we process any personal data collected from you; **policy**

- Site has the meaning given to it in clause 1.1;
- We, us or means Shred Station Limited, company registration number 06359628, with VAT registration number 923859101 and the registered office of Osborne House, Wendover Road, Norwich, Norfolk NR13 6LH; and
- You or means the person accessing or using the Site or its Content.

your

- 1.7 For details of our accreditations and compliance information please <u>click here</u>.
- 1.8 Your use of the Site is also subject to the terms of our <u>Privacy policy</u> and our <u>Cookie policy</u> where applicable and if you order products and/or services from us these will be governed by our relevant terms and conditions for the supply of such products and services.

2 Using the Site

2.1 The Site is for your use only.

- 2.2 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 2.3 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- 2.4 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at <u>website@shredstation.co.uk</u>.
- 2.5 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3 Ownership, use and intellectual property rights

- 3.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
- 3.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 3.3 The use of any trade marks or trade names on the Site is strictly prohibited unless you have our prior written permission.

4 Rules about linking to the Site

- 4.1 You may link to the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 4.2 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.
- 4.3 You must not establish a link to the Site in any website that is not owned by you.
- 4.4 We reserve the right to withdraw linking permission without notice.

5 Accuracy of information and availability of the Site

- 5.1 While we try to make sure that the Site is accurate and up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.
- 5.2 We may suspend or terminate operation of the Site at any time as we see fit.
- 5.3 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 5.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

6 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

7 Our responsibility for loss or damage suffered by you

- 7.1 Whether you are a consumer or a business user:
 - 7.1.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
 - 7.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, these will be set out in our terms and conditions of supply.
- 7.2 If you are a business user:
 - 7.2.1 We exclude all implied conditions, warranties, representations or other terms that may apply to the Site or any content on it.
 - 7.2.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - (a) use of, or inability to use, the Site; or
 - (b) use of or reliance on any content displayed on the Site.
 - 7.2.3 In particular, we will not be liable for:
 - (a) loss of profits, sales, business or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss of business opportunity, goodwill or reputation; or
 - (e) any indirect or consequential loss or damage.
- 7.3 If you are a consumer user you agree not to use the Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8 Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, the breakdown of systems or network access; acts of god, flood, fire, explosion or accident.

9 We are not responsible for viruses and you must not introduce them

- 9.1 Although we make every effort to secure the Site, we do not guarantee that the Site will be secure or free from viruses.
- 9.2 You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software.
- 9.3 You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any other server, computer or database connected to the Site. You must not attack the 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 co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

10 Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

11 Variation

These Terms are dated 18/3/18. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time.

Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

12 Disputes

- 12.1 We will try to resolve any disputes with you quickly and efficiently.
- 12.2 If you are unhappy with us please contact us as soon as possible.
- 12.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

12.3.1 let you know that we cannot settle the dispute with you; and

12.3.2 give you certain information required by law about our alternative dispute resolution.

- 12.4 If you want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to these Terms.
- 12.5 Relevant English law will apply to these Terms.