

## **AGREEMENT BETWEEN - TARPS UK - AND YOU**

The Tarps UK Website is comprised of the Website and Services operated and provided by Tarps UK at <http://www.tarps.co.uk>. Access to the registration on the Tarps UK website is offered to You upon your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Tarps UK website constitutes your agreement to all such terms, conditions, and notices contained in or appended to this document.

### **1. DEFINITIONS**

In this Agreement the following terms shall have the following meanings:-

- 1.1. The term 'commencement date' means the date your registration is confirmed by tarps.co.uk.
- 1.2. "Acceptance Date" means the date on which you agree to be bound by the terms and conditions of this Agreement and not the date on which Your registration is confirmed by Tarps UK and the Services are provided to You by Tarps UK.
- 1.3. "Services" means the Tarps UK website and any other service or facility provided by the Tarps UK website to You.
- 1.4. "Server" means the computer server equipment used by the Tarps UK website in connection with the provision of the Services.
- 1.5. "Enhancement" means any upgrade, improvement, modification or re-design of the Information displayed on the Website.
- 1.6. "Website" means the tarps.co.uk website [and any internet technology which encompasses the Tarps UK website service.]
- 1.7. "Material" means all data in whatever form including text, photographic, graphic, sound recording, bitmaps, films and video footage provided to tarps.co.uk by You. For the purposes of this definition any reference to "You" shall include your agent or other person authorised by You (notice of such authorisation having been given to the tarps.co.uk website) to provide such Material to tarps.co.uk.
- 1.8. "Information" means the Material provided to, held and used on the tarps.co.uk database.
- 1.9. "Intellectual Property Rights" means any and all patents, copyrights, trademarks, registered and unregistered designs, and all other intellectual property rights protection whatsoever.

### **2. REGISTRATION AND ACCOUNT SECURITY**

2.1. To register with the Tarps UK website, You must complete the registration process by providing the Tarps UK website with current, complete and accurate information as prompted by the applicable registration form.

2.2. You are entirely responsible for maintaining the confidentiality of your user name and account details.

2.3. You are entirely responsible for any and all activities that occur under your account.

2.4. You agree to notify Tarps UK immediately of any unauthorized use of your account or any other breach of security.

2.5. Tarps UK will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

### **3. WEBSITE CONTENT**

3.1. You recognise and accept that you bear sole responsibility for the content of all Material provided by you to Tarps UK. For the avoidance of doubt, this clause shall apply to all Material, whether provided by You, or on Your behalf by another person;

3.2. Tarps UK shall retain the right at all times to do all or any of the following:-

3.2.1. to add new features to the Website without Your prior consent

3.2.2. to refuse to post any Material (even where You request its posting)

3.2.3. to suspend availability to You of the Service or the Material on the Website

3.2.4. to edit, shorten, extend or otherwise to amend or modify any Website content whatsoever.

3.3. Tarps UK rights under Clause 3.2 above shall be without prejudice to your sole responsibility for Material provided by You under Clause 3.1 and to the warranties given by You relating to that Material and content in Clause 4.1 below.

3.4. If at any time in the future You do not wish to receive any marketing information from tarps.co.uk or a third party please notify Tarps UK in accordance with the Data Protection and Privacy Policy statement prevailing at the time.

### **4. YOUR OBLIGATIONS**

4.1. You warrant, represent and undertake in relation to all Material submitted by You to tarps.co.uk that the Material is true and accurate at the date of submission.

4.2. You accept full responsibility for any unauthorised access to or addition of data to the Website or for any actions taken from the discovery of any unauthorised information contained on the Website.

4.3. You grant Tarps UK an exclusive licence to use all Intellectual Property Rights owned by You to promote the Website.

## **5. ENHANCEMENTS**

Tarps UK may effect any Enhancement to the Website at any time without Your consent.

## **6. SERVICE AVAILABILITY**

6.1. Tarps UK shall use its reasonable endeavours to provide the Services but Tarps UK shall not, in any event, be liable for interruptions of the Services available to You at any time or during downtime of the Server;

6.2. Tarps UK shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 30 days You will be notified of the reason;

6.3. The Services provided to You hereunder and Your account with tarps.co.uk cannot be transferred or used by anyone other than You. If such account is found to have been transferred to another party, or shows other activity in breach of this sub clause, Tarps UK shall have the right to cancel the account and terminate the Services;

## **7. INDEMNITY**

7.1. You shall indemnify Tarps UK and keep it indemnified and hold it harmless from and against any breach by You of this Agreement and any claim brought against Tarps UK by a third party resulting from the provision of Services by Tarps UK and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damage, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Tarps UK in consequence of Your breach or non-observance of this Agreement.

7.2. The termination of this Agreement shall not affect the provisions of this clause 8.1 which shall continue thereafter.

## **8. DISCLAIMER**

8.1. Tarps UK expressly disclaims any responsibility, representation or warranty either express or implied including without limitation:

8.1.1. for the quality, operation, use, accuracy, or timeliness of, or the fitness or use for any purpose of the Website or the Information;

8.1.2. for any goods or services accessed, offered or obtained through the Website or pursuant to the Information;

8.1.3. that any access to the Website or the Information will be uninterrupted or error free or that the Information on the Website does not contain any viruses, or contaminating or destructive properties;

8.1.4. that the Information will not be objectionable or offensive to You or any other person;

8.1.5. for any error, omission or misstatement in or arising from the Information.

8.2. Tarps UK does not endorse or recommend any person, organisation, name, product or service referred to in the Information, nor does the Information constitute Tarps UK's views or opinions. Tarps UK will not be a party to any transaction between You and any third person in any way relating to the Information or made through the Website unless and only to the extent expressly stated in writing otherwise.

## **9. PAYMENT**

9.1. Tarps UK reserves the right by giving notice to You, to review and/or increase the price of the Services provided by tarps.co.uk to You.

## **10. TERMINATION**

Without in any way limiting Tarps UK's rights under clause 3

10.1. Tarps UK may suspend the Services and/or terminate this Agreement forthwith without notice to You.

10.2. If You go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors or any arrangement governed by the Insolvency (Northern Ireland) Order 1989 (or equivalent legislation), Tarps UK shall be entitled to terminate this Agreement forthwith without notice to You.

10.3. On termination of this Agreement or suspension of the Services, Tarps UK shall be entitled immediately to suspend the Services and to remove all Information from the Website. Tarps UK shall be entitled to delete all such Information, at its discretion. Tarps UK shall further be entitled to post such notice in respect of the non-availability of Your Information as it thinks fit.

## **11. LIMITATION OF LIABILITY**

11.1. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to subclause 13.2;

11.2. Nothing in these terms and conditions shall exclude Tarps UK's liability for death or personal injury resulting from Tarps UK's negligence;

11.3. Tarps UK's total aggregate liability to You for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by You in respect of the Services which are the subject of any such claim;

11.4. In any event no claim shall be brought against Tarps UK unless You have notified Tarps UK of the claim within one year of it arising;

11.5. In no event shall Tarps UK be liable to You for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever;

## **12. Tarps UK's RIGHT TO MODIFY THESE TERMS OF USE**

12.1. Tarps UK reserves the right to change the terms, conditions, and notices under which the Website is offered, including but not limited to the charges associated with the use of the Website or provision of the Services.

12.2. You are responsible for regularly reviewing these terms and conditions.

12.3. Your continued use of the Website constitutes your agreement to all such terms, conditions, and notices.

## **13. SEVERENCE**

If any of the clauses (or part of a clause) of this Agreement is, or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.

## **14. NOTICES**

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

## **15. LAW This Agreement**

shall be governed by and construed in accordance with the law of Northern Ireland and both parties hereby submit to the exclusive jurisdiction of the courts of Northern Ireland.

## **16. Customer Complaints**

Tarps UK undertakes to seek to resolve any customer complaint within 3 weeks of written notification from the customer. In the very unusual case of the complaint being unresolved then the customer has the right to refer the dispute to the Financial Ombudsman Service.

