

**GIBBONS FANS LIMITED – WEBSITE TERMS OF USE**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.gibbonsfans.com](http://www.gibbonsfans.com) (**our site**), whether as a guest or a registered user. 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.

**1. Information about us**

- 1.1 [www.gibbonsfans.com](http://www.gibbonsfans.com) is a site operated by Gibbons Fans Limited (**we or us**). We are registered in England and Wales under company number 09855113 and have our registered office at Suite 1, 3<sup>rd</sup> Floor, 11-12 St. James's Square, London, SW1Y 4LB. Our VAT number is GB 229502416.
- 1.2 We are a limited company.

**2. Accessing our site**

- 2.1 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). We will not be liable if for any reason our site is unavailable at any time, for any period.
- 2.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.
- 2.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
- 2.4 When using our site, you must comply with the provisions of our acceptable use policy set out in clause 13 below.
- 2.5 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

**3. Intellectual property rights**

- 3.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 3.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 3.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

- 3.5 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 3.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **4. Reliance on information posted**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

#### **5. Our site changes regularly**

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.

#### **6. Our liability**

6.1 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, other members of our group of companies and third parties connected to us hereby expressly exclude:

6.1.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

6.1.2 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 website linked to it and any materials posted on it, including, without limitation any liability for:

- (a) Loss of income or revenue;
- (b) Loss of business;
- (c) Loss of profits or contracts;
- (d) Loss of anticipated savings;
- (e) Loss of data;
- (f) Loss of goodwill;
- (g) 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.

6.2 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.

6.3 If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purpose, and we have no

liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 6.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service, attack, 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 content on it, or on any website linked to it.
- 6.5 We assume no responsibility for the content of websites linked on our site, such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **7. Information about you and your visits to our site**

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **8. Uploading material to our site**

- 8.1 Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our acceptable use policy in clause 13 below. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty. If you are a consumer this means you will be responsible for any loss or damage we suffer as a result of a breach of warranty.
- 8.2 Any material you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to us are described in the next paragraph (Rights you licence). We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 8.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.
- 8.4 We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy clause 13 below.

## **9. Rights you licence**

- 9.1 When you upload or post content to our site, you grant a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform user generated content regarding the service provided by the site to us.

## **10. Viruses, hacking and other offences**

- 10.1 We do not guarantee that our site will be secure or free from bugs or viruses. You should use your own virus protection software.
- 10.2 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.
- 10.3 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 our site will cease immediately.

10.4 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.

## **11. Linking to our site**

11.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.

11.2 You must not establish a link for any website that is not owned by you.

11.3 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy in clause 13 below.

11.4 If you wish to make any use of material on our site other than that set out above, please address your request to [support@gibbonsfans.com](mailto:support@gibbonsfans.com)

## **12. 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.

## **13. Acceptable use policy**

### **13.1 Acceptable use**

13.1.1 You may use our site only for lawful purposes. You may not use our site:

- (a) In any way that breaches any applicable local, national or international law or regulation.
- (b) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- (c) For the purpose of harming or attempting to harm minors in any way.
- (d) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- (e) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horse, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

13.1.2 You also agree:

- (a) Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of use.
- (b) Not to access without authority, interfere with, damage or disrupt:
  - (i) any part of our site;
  - (ii) any equipment or network on which our site is stored;
  - (iii) any software used in the provision of our site; or

(iv) any equipment or network or software owned or used by any third party.

## 13.2 Content standard

13.2.1 These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.

13.2.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

13.2.3 Contributions must:

- (a) Be accurate (where they state facts).
- (b) Be genuinely held (where they state opinions).
- (c) Comply with applicable law in the UK and in any country from which they are posted.

13.2.4 Contributions must not:

- (a) Contain any material which is defamatory of any person.
- (b) Contain any material which is obscene, offensive, hateful or inflammatory.
- (c) Promote sexually explicit material.
- (d) Promote violence.
- (e) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- (f) Infringe any copyright, database right or trade mark of any other person.
- (g) Be likely to deceive any person.
- (h) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (if) Promote any illegal activity.
- (j) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- (k) Be likely to harass, upset, embarrass, alarm or annoy any other person.
- (l) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- (m) Give the impression that they emanate from us, if this is not the case.
- (n) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## 13.3 Suspension and termination

13.3.1 We will determine, at our discretion, whether there has been a breach of the acceptable use policy set out in this clause 13 through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

13.3.2 Failure to comply with the acceptable use policy set out in this clause 13 constitutes a material breach of these terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- (a) Immediate, temporary or permanent withdrawal of your right to use our site.
- (b) Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- (c) Issue of a warning to you.
- (d) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- (e) Further legal action against you.
- (f) Disclosure of such information to law enforcement authorities as we reasonably feel necessary.

#### **14. Jurisdiction and applicable law**

14.1 If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

14.2 If you are a business user you agree that:

14.2.1 the English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence of any other relevant country; and

14.2.2 these terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **15. 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.

#### **16. Your concerns**

If you have any concerns about material which appears on our site, please contact [support@gibbonsfans.com](mailto:support@gibbonsfans.com).

Thank you for visiting our site.