

## 1. About our Terms

1.1 These Terms explain how you may use this website which is provided by us free of charge, and any other website which is provided by us (trading as ProMove UK Limited).

1.2 References in these Terms to the Site includes the following <https://www.promove.uk.com/> and all associated websites of any of our trading companies.

1.2 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: [enquiries@promove.uk.com](mailto:enquiries@promove.uk.com), or

1.6.2 telephone: +44 (0) 121 726 0299 (Monday to Friday: 08.30am to 17.30pm). [All calls are recorded for training and monitoring purposes. Callers will be reminded that the call is being recorded by the ProMove UK Limited representative and can be deleted upon request.]

## 1.7 Definitions

Cookie Policy means the policy, which governs our use of cookies or similar technologies on our Site;

Content means any text, images, video, audio or other multimedia content or other information or material submitted to or on the Site;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Terms means these terms and conditions of use as updated from time to time under clause 11;

Privacy Policy means the policy, which governs how we collect and why we collect, store, use and

share your personal information;

Site has the meaning given to it in clause 1.1;

We, us or our means ProMove UK Limited, company registration number 914687987 with VAT registration number 06340187 and the registered office of which is at Unit 4, Central Boulevard, Blythe Valley Park, Solihull, West Midlands, B90 8AW, UK.

References to us in these Terms also include our Group Companies and any distributors or suppliers from time to time; and You or your means the person accessing or using the Site or its Content.

1.8 Your use of the Site means that you must also comply with our Cookie Policy and our Privacy Policy, where applicable. If you go on to purchase goods and/or services from us, our terms and conditions of supply will apply to the sales (as appropriate).

## **2. Using the Site**

2.1 The Site is for your personal and non-commercial use only.

2.2 You agree that you are solely responsible for:

2.2.1 all costs and expenses you may incur in relation to your use of the Site; and

2.2.2 keeping your password and other account details confidential.

2.3 The Site is intended for use only by business customers 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 would like these Terms in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

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. Your privacy and personal information**

3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

3.2 Our Privacy Policy is available at [<https://www.promove.uk.com/>].

#### **4. Ownership, use and intellectual property rights**

4.1 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). 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.

4.2 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.

4.3 Trade marks: the use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

#### **5. Submitting information to the Site**

5.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable.

#### **6. Accuracy of information and availability of the Site**

6.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. No warranty, express or implied, is given as to its accuracy and we do not accept any liability for error or omission. 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.

6.2 We may suspend or terminate operation of the Site at any time as we see fit.

6.3 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.

6.4 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.

## **7. 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.

## **8. Limitation on our liability**

8.1 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of goods and/or services to you, which will be set out in our Terms and conditions of supply.

8.2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), 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:

8.2.1 use of, or inability to use, the Site; or

8.2.2 use of or reliance on any content displayed on the Site. In particular, we will not be liable for:

8.2.3 loss of profits, sales, business, or revenue;

8.2.4 business interruption;

8.2.5 loss of anticipated savings;

8.2.6 loss of business opportunity, goodwill or reputation; or

8.2.7 any indirect or consequential loss or damage.

8.3 We exclude all implied conditions, warranties, representations or other terms that may apply to the Site or any Content on it

## **9. 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, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

## 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

We reserve the right to vary these Terms from time to time without notice. 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. If you are unhappy with us please contact us (using the contact details set out in condition 1) as soon as possible.

12.2 Each party irrevocably agrees that these Terms, their subject matter, and their formation (and any non contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England.

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