

## **TERMS OF WEBSITE USE**

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

#### **TERMS OF WEBSITE USE**

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.foresttraders.co.uk](http://www.foresttraders.co.uk), whether as a guest or a registered user. Use of our site includes accessing, browsing, or using forms on our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

#### **OTHER APPLICABLE TERMS**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy (available on the bottom of our website), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

#### **INFORMATION ABOUT US**

[www.foresttraders.co.uk](http://www.foresttraders.co.uk) is a site operated by Joanne Davies-Raynor ("We"). Our registered office is at Room 30, Rheola House, Belle Vue Centre, Belle Vue Road, Cinderford, Glos. GL14 2AB

#### **CHANGES TO THESE TERMS**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## **CHANGES TO OUR SITE**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## **ACCESSING OUR SITE**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

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 of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

## **USING CONTACT/TESTIMONIAL FORMS**

If you use one of the contact forms on the website then your data will be received by us in the form of an email. We will ask for your name, business name and where applicable contact details/information. All data requested is purely for us to be able to respond to your enquiry. You will not be added to any mailing list (unless you sign up for one through our sign up forms – see above). Your data will be stored within our emails in order for us to refer to it & action it to help you with your enquiry. Our email system is through our ISP Heart Internet (GDPR Compliant) and we have a valid SSL Certificate on [www.foresttraders.co.uk](http://www.foresttraders.co.uk). All devices our emails are accessed on have anti-virus software and are password protected.

If you use one of the testimonial submission forms on the website then your data will be received by us in the form of an email. On our online form we will ask for your initials, feedback and email address. We ask for your initials and email address in order for us to prove the feedback is genuine and as per the notice on the testimonial submission form & on our testimonial reconciliation policy (both available on [www.foresttraders.co.uk](http://www.foresttraders.co.uk)), we may use your details to contact you should it be necessary (for example due to negative feedback). If you choose to leave negative feedback, please note that we will be required to give your initials to the advertiser you are leaving it for. We will not pass on your email address. This is

so we can start the reconciliation process as listed on the testimonial submission form – please refer to it for more details.

### **Using Quote Generators.**

If you use the quote generators on the website & click “Generate” then your data will be received by us in the form of an email. This data will be your quote reference and chosen options only, no information is identifiable other than the quote reference you may now hold. If you enter your email address to have the quote sent to you, then this data will be received by us in the form of an email. This will have your quote reference, chosen options and email address on. We will ask for your name, business name and where applicable contact details/information. All data requested is purely for us to be able to respond to your enquiry. You will not be added to any mailing list (unless you sign up for one through our sign up forms – see above). Your data will be stored within our emails in order for us to refer to it & action it to help you with your enquiry.

### **Entering Competitions Online.**

When entering competitions online through our website, we ask for your initials and email address. This data is received by us in an email. We ask for this data so we can enter it into <https://www.random.org/lists/> to choose the winner and then be able to contact them. Their privacy policy can be found on <https://www.random.org/terms/privacy/> Once the winner has been notified, we store a copy of the competition details and the initials of the winner. This is stored in a locked cupboard in our office.

### **INTELLECTUAL PROPERTY RIGHTS**

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.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

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.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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.

#### **NO RELIANCE ON INFORMATION**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

#### **LIMITATION OF OUR LIABILITY**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user 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:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

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 purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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.

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.].

## **VIRUSES**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

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 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.

## **LINKING TO OUR SITE**

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.

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 to our site in any website that is not owned by you.

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.

If you wish to make any use of content on our site other than that set out above, please contact us on [contact@foresttraders.co.uk](mailto:contact@foresttraders.co.uk).

## **THIRD PARTY LINKS AND RESOURCES IN 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.

**APPLICABLE LAW**

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 to 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.

If you are a business, these terms of use, its subject matter and its 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 and Wales.

**CONTACT US**

To contact us, please email [contact@foresttraders.co.uk](mailto:contact@foresttraders.co.uk).

Thank you for visiting our site.