

General Terms and Conditions for use of Website and Portals of Timico Limited (the “Supplier”)

WEBSITE

The website (the “Site”) is accessible at <http://www.timico.co.uk>. It is owned and operated by the Supplier.

Use of the Site

When completing the enquiry forms, the Customer must provide the Supplier with accurate and complete information to allow the Supplier to provide the Customer with the requested information. It is the Customer’s responsibility to inform the Supplier of any changes to the information supplied (including, in particular, changes to the e-mail address supplied) by e-mailing Customer Services.

The Site and the network owned and/or operated by the Supplier may only be used for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Use of Web Forums

When participating on a Timico Web Forum the Customer agrees not to post any abusive, obscene, vulgar, slanderous, hateful, threatening, sexually-oriented or any other material that may violate any applicable laws. Doing so may lead to the Customer being immediately and permanently removed from and banned from the Web Forum (and the Customer’s service provider being informed). The IP address of all posts is recorded to aid in enforcing these conditions. The Customer agrees that the webmaster, administrator and moderators of a Timico Web Forum have the right to remove, edit, move or close any topic at any time should they see fit. As a user, the Customer agrees to any information it has entered above being stored in a database. While this information will not be disclosed to any third party without the Customer’s prior consent the webmaster, administrator and moderators cannot be held responsible for any hacking attempt that may lead to the data being compromised.

While the administrators and moderators of a Timico Web Forum will attempt to remove or edit any generally objectionable material as quickly as possible, it is impossible to review every message. Therefore the Customer acknowledges that all posts made to a Timico Web Forum express the views and opinions of the author and not the administrators, moderators or webmaster (except for posts by these people) and hence cannot be held liable.

Content of the Site

The content is only for your general information and use and is not intended to address any requirements. In particular, the content does not constitute any form of advice, recommendation or arrangement by the Supplier and is not intended to be relied upon.

While all reasonable attempts are made to ensure the accuracy of the information, neither the Supplier, nor its information contributors can be held responsible for the accuracy of the information found on the Site. The Supplier makes no expressed or implied warranty as to the accuracy of content or programming.

Internet Watch Foundation

The Supplier subscribes to and abides by advice given by the independent industry body The Internet Watch Foundation (“IWF”) in relation to content of the Internet. For further information regarding IWF and its policy, please refer to <http://www.internetwatch.org.uk>

Changes

The Supplier reserves the right, at its discretion, to make changes to any part of the Site. Due to its policy of updating and improving the site, the Supplier may wish to change these Terms of Use (including those relating to your use of the content). When these Terms of Use are changed, the Supplier may notify you by e-mail. If you use the Site and the Supplier has published or notified you of the changes, you are agree to be bound by those changes.

Third-Party Sites

Sites or pages which are linked to the Site are for information only, they have not been reviewed by the Supplier. The Supplier has no responsibility for the content of sites or pages linked or linking to the Site and the Supplier accepts no responsibility or liability for any losses or penalties whatsoever that might be incurred as a result of linking to any location on any linked sites or pages.

Links do not imply that the Supplier or the Site sponsors, endorses or is associated with, or is legally authorised to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site or page is authorised to use any trademark, trade name, logo or copyright symbol of the Supplier or any of its subsidiaries.

MYTIMICO

MyTimico is accessible at <http://my.timico.co.uk>.

Use of MyTimico

Each time the Customer logs on to MyTimico you will need to supply your email address and the password (the “Customer Log-in Details”) provided when you registered.

Once you have logged on the Supplier will assume that it is dealing with you and that you have agreed to us disclosing information or acting on your instructions without obtaining further confirmation from you. You are responsible for ensuring that your instructions are correct. The Supplier may call you to confirm instructions and the Customer will be responsible for ensuring its contact details in MyTimico are correct and any changes to these are promptly made in MyTimico.

Usage Control

The Customer has the sole responsibility for putting in place and maintaining the controls that they require around the ability of persons to log into the MyTimico Account. The Customer has responsibility for ensuring that the Customer Log-in Details are restricted and protected appropriately and for all actions taken with the Customer Log-in Details.

The Customer has the ability to change passwords upon logging in to the MyTimico Account and the Supplier recommends that this is done at regular and frequent intervals.

Availability of MyTimico

The Supplier will use its reasonable endeavours to ensure that the MyTimico is available 24 hours a day. However the Supplier does not guarantee the availability of the MyTimico and will not be liable if, for any reason, the MyTimico is unavailable at any time or for any period. The Supplier reserves the right to withdraw MyTimico. However, the Supplier will use reasonable endeavours to provide the Customer with advance notice before making any material change.

In the event of unavailability of MyTimico, invoices and other items usually available on MyTimico may be obtained from the Supplier upon request.

The Supplier has the right to discontinue or suspend MyTimico in respect of any one or more of the Customer's accounts where the Customer has (i) set up more than one account for the same supply, (ii) not used an account for longer than 12 months or (iii) supplied the Supplier with an invalid email address as part of the registration process. The Supplier may at its sole discretion restrict your access to MyTimico without prior notice if it considers that you are abusing MyTimico or are otherwise acting in breach of the Terms of Use or this Agreement. Where possible we will contact you by email when we discontinue your access to MyTimico. Your supply will not be affected. If we discontinue or suspend the Service to you and you would like it to be re-opened please contact Customer Services who will be pleased to assist you with this.

GENERAL

Privacy Policy

The Customer agrees that its use of MyTimico and the Site is subject to the Supplier's Privacy Policy, which is available to view via the relevant links on the Site. Certain areas of MyTimico and the Site allow for the exchange of information between the Customer and Timico and the Customer implicitly grants Timico the authority and right to use that content in accordance with the Supplier's Privacy Policy.

Intellectual Property

The Customer is permitted to view, print, and download extracts from MyTimico and the Site for its own (non-commercial) use on the basis that (save as expressly permitted otherwise) no information or documents are modified in any way. No part of the Website or MyTimico or documents accessible through it may be reproduced or stored on any other website and or included in any public or private electronic retrieval system or service without our prior written permission of the Supplier. Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website and on MyTimico are owned by the Supplier or its licensors.

Cookies

In order to provide the Customer with the Website and MyTimico, the Supplier will use cookies. More information about what cookies are, how the Supplier uses them and how the Supplier uses the information gathered can be found in our Cookie Policy.

International Users

MyTimico and the Site are not directed at any person in any jurisdiction where for any reason the publication or availability of the Site is prohibited. Those in respect of whom such prohibitions apply must not access MyTimico or the Site. The Supplier does not represent that any of the materials or information at the Site are appropriate for use or permitted by local laws in all jurisdictions. Those who access MyTimico or the Site do so by their own initiative and are responsible for compliance with applicable laws and regulations. Legal advice should be sought in cases of doubt.

Limitation on Liability

In no event will Timico or any of its subsidiaries be liable to you for any direct, special, indirect, consequential, incidental damages or any damages of any kind even if the Supplier has been advised of the possibility thereof.

Choice of Law

These terms and conditions are governed by the laws of England and the Customer agrees to submit to the exclusive jurisdiction of the English courts.