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## TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website and join the Trade Club as a member, via the "Trade Login" area at [WWW.POWRMATIC.CO.UK](http://WWW.POWRMATIC.CO.UK) ("Our Site") as a Trade Club Member, and you may also apply to be listed in Our "Find An Installer" section ("Listing"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. You will be required to read and accept these Terms and Conditions when signing up for an Account. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Account"</b>	means an account required for a User to access certain areas of Our Site as a member of The Trade Club, as detailed in Clause 4;
<b>"Content"</b>	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
<b>"Listing"</b>	means a directory listing posted on Our Site by You which shall provide details of Your business;
<b>"Listed Business"</b>	means any business featured in a Listing;
<b>"User"</b>	means a user of Our Site; and
<b>"We/Us/Our"</b>	means Powrmatic Limited , a company registered in England, whose registered address is Hort Bridge, Illminster, TA19 9PS and whose main trading address is the same.

### 2. Information About Us

- 2.1 Our Site, [WWW.Powrmatic.co.uk/Trade](http://WWW.Powrmatic.co.uk/Trade), is owned and operated by Powrmatic limited , a limited company registered in England and defined above as Us. Our VAT number is 00657482.
- 2.2 We are a member of Gas Safe and we are accredited with Enviromental Standards ISO 14001 and BSI 9001.

### **3. Access to Our Site**

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 It is your responsibility to ensure that when downloading information about Our equipment, you identify and download the correct information for the equipment you are working on. We accept no responsibility for damage caused or losses suffered as a result of you accessing the wrong data.

### **4. Accounts**

- 4.1 Certain parts of Our Site (specifically the ability to post Listings) require an Account in order to access them and be registered as an Installer. In order to be an Installer (if applicable), You must be Gas Safe registered, and you must maintain that registration. You must apply to Us and be accepted, which shall always be at our total discretion.
- 4.2 You may not create an Account if you are under 18 years of age.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, or, where Gas Safe registration is required, Your Gas Safe registration is revoked, or not renewed, it is your responsibility to ensure that your Account is kept up-to-date without delay, and at the latest the next business day.
- 4.4 We require that you choose a strong password for your Account, consisting of a combination of letters and numbers. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at [INFO@Powrmatic.co.uk](mailto:INFO@Powrmatic.co.uk). We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use anyone else’s Account without the express permission of the User to whom the Account belongs.
- 4.6 Any personal information provided in your Account will be collected, used and held in accordance with your rights and Our obligations under the law, as set out in Clause 15.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access. Any personal data held by us about you will be deleted in accordance with our own policies and 8in accordance with GDPR.
- 4.8 If you close and delete your Account, any Listing(s) you have posted to Our Site will also be deleted and the licence granted to Us under sub-Clause 6.4 will be terminated.

### **5. Intellectual Property Rights and Our Site**

- 5.1 With the exception of the content of Listings, all Content on Our Site and the

copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including that in Listings) is protected by applicable United Kingdom and international intellectual property laws and treaties.

- 5.2 Subject to the licence granted to Us under sub-Clause 6.4, Users retain the ownership of copyright and other intellectual property rights subsisting in Listings posted by them (unless any part of a Listing is owned by a third party who has given their express permission for their material to be used in the Listing).
- 5.3 You may:
  - 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
  - 5.3.2 Download Our Site (or any part of it) for caching;
  - 5.3.3 Print pages from Our Site;
  - 5.3.4 Download, copy, clip, print, or otherwise save extracts from pages on Our Site; and
  - 5.3.5 Save pages from Our Site for later and/or offline viewing.
- 5.4 You may not copy Content from Our Site with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given Our express permission to do so.
- 5.5 Subject to sub-Clause 5.7 you may not otherwise reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content or any other material from Our Site unless clearly given express permission to do so. For further information, please contact Us at [Info@Powrmatic.co.uk](mailto:Info@Powrmatic.co.uk).
- 5.6 Our status as the owner and author of the Content on Our Site (or that of identified licensors or Users, as appropriate) must always be acknowledged.
- 5.7 Nothing in these Terms and Conditions limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.
- 5.8 You accept that We (Powrmatic) do not approve, accredit, certify or otherwise any installer and you shall not hold yourself out to be so approved, accredited or certified by Us in any way.

## **6. Listings**

- 6.1 An Account as a Trade Club Member is required if you wish to apply to submit a Listing. Please refer to Clause 4 for more information.
- 6.2 You are permitted only one listing per business.
- 6.3 You agree that you will be solely responsible for your Listing. We accept no responsibility for the content of Listings. Specifically, you agree, represent and warrant that you have the right to submit the Listing, that all information in the Listing is accurate and truthful, that all such information will be kept accurate and up-to-date in accordance with clause 4.3, that no personal data will be included that you do not have the right to include, and that all such

Listing(s) will comply with Our Acceptable Usage Policy, detailed below in Clause 7. All listings are accepted and maintained at Our total discretion.

- 6.4 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.3. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 6.5 You (or your licensors, as appropriate) retain ownership of the content of your Listing and all intellectual property rights subsisting therein. By submitting a Listing, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence that Listing for the purposes of operating and promoting Our Site.
- 6.6 If you wish to remove a Listing, you may do so by notifying us at [Info@Powrmatic.co.uk](mailto:Info@Powrmatic.co.uk). We will use reasonable efforts to remove the Listing in question from Our Site. Please note, however, that caching or references to your Listing may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 6.7 We may reject, reclassify, edit, or remove any Listing from Our Site where, in Our sole opinion, it violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the Listing in question should be removed as a result.

## **7. Acceptable Usage Policy**

- 7.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 7. Specifically:
  - 7.1.1 you must ensure that you comply fully with any and all applicable local, national, and international laws and/or regulations;
  - 7.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
  - 7.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
  - 7.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 7.2 When posting a Listing (or communicating in any other way using Our Site), you must not post, communicate or otherwise do anything that:
  - 7.2.1 is sexually explicit;
  - 7.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
  - 7.2.3 promotes violence;
  - 7.2.4 promotes, assists in, or constitutes any form of unlawful activity (including anything which may be in breach of rules, regulations, or legislation specifically applicable to the Listed Business);
  - 7.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

- 7.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 7.2.7 is calculated or otherwise likely to deceive (including any unsubstantiated or unsupported claims or comparisons concerning the Listed Business or any other business or person);
  - 7.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
  - 7.2.9 misleadingly impersonates any person or business or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.2);
  - 7.2.10 implies any form of affiliation with Us where none exists;
  - 7.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
  - 7.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 7.3 Businesses of the following types may not be listed:
- 7.3.1 Any business that purports to provide installation services for Gas devices which is **not** registered with Gas Safe;
  - 7.3.2 Any business which does not include the installation of gas equipment.
- 7.4 We reserve the right to suspend or terminate your Account and/or your access to Our Site if you materially breach the provisions of this Clause 7 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:
- 7.4.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
  - 7.4.2 remove any Listing posted by you which violates this Acceptable Usage Policy;
  - 7.4.3 issue you with a written warning;
  - 7.4.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 7.4.5 take further legal action against you as appropriate;
  - 7.4.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
  - 7.4.7 any other actions which We deem reasonably appropriate (and lawful).
- 7.5 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

## 8. Links to Our Site

- 8.1 You may link to Our Site provided that:

- 8.1.1 you do so in a fair and legal manner;
  - 8.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
  - 8.1.3 you do not use any logos or trade marks displayed on Our Site without Our express written permission; and
  - 8.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 8.2 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at [Info@powrmatic.co.uk](mailto:Info@powrmatic.co.uk) for further information.
- 8.3 You may not link to Our Site from any other site the content of which contains material that:
- 8.3.1 is sexually explicit;
  - 8.3.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
  - 8.3.3 promotes violence;
  - 8.3.4 promotes or assists in any form of unlawful activity;
  - 8.3.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 8.3.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 8.3.7 is calculated or is otherwise likely to deceive;
  - 8.3.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
  - 8.3.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 8.4);
  - 8.3.10 implies any form of affiliation with Us where none exists;
  - 8.3.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
  - 8.3.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 8.4 The content restrictions in sub-Clause 8.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 8.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

## 9. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites

are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## **10. Advertising**

- 10.1 We may feature advertising (in addition to Listings) on Our Site and We reserve the right to display advertising on the same page as any Listing.
- 10.2 You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.
- 10.3 We are not responsible for the content of any advertising on Our Site. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising on Our Site including, but not limited to, any errors, inaccuracies, or omissions.

## **11. Disclaimers and Legal Rights**

- 11.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. In Particular, We make no representation or warranty that any part of Our Site (including Listings) is suitable for use in business or that any part of it constitutes accurate data and/or advice on which business decisions can be based.
- 11.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 11.3 If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site created by Us (that is not Content uploaded by a User) damages your device or other digital content belonging to you, if you are a consumer, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 11.4 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that such Content is complete, accurate, or up-to-date.
- 11.5 We are not responsible for the content or accuracy of, or for any opinions, views, or values expressed in Listings. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way. We have no control over, nor any involvement in, any Listed Business and We accept no responsibility for any actions taken, or for any goods or services provided, by any Listed Business.

## **12. Our Liability**

- 12.1 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (whether it is provided by Us or whether it is a

Listing posted by a User) included on Our Site.

- 12.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content (including Listings) included on Our Site.
- 12.3 As a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 12.4 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. Subject to sub-Clause 11.3, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 12.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 12.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

### **13. Viruses, Malware and Security**

- 13.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware. We do not, however, guarantee that Our Site is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 12.4.
- 13.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 13.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 13.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 13.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 13.6 By breaching the provisions of sub-Clauses 13.3 to 13.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.



#### **14. Privacy and Cookies**

Use of Our Site is also governed by Our Cookie and Privacy Policies, available from [Info@Powrmatic.co.uk](mailto:Info@Powrmatic.co.uk). These policies are incorporated into these Terms and Conditions by this reference.

#### **15. Data Protection**

- 15.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.
- 15.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy here- <http://www.powrmatic.co.uk/privacy-policy/>
- 15.3 In the event that GDPR is superseded or ceases to apply, we will continue to apply accepted industry best practice to any data held.

#### **16. Communications from Us**

- 16.1 If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, and changes to your Account.
- 16.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 15 business days for your new preferences to take effect.
- 16.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at [Info@Powrmatic.co.uk](mailto:Info@Powrmatic.co.uk).

#### **17. Changes to these Terms and Conditions**

- 17.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 17.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

#### **18. Contacting Us**

To contact Us, please email Us at [Info@Powrmatic.co.uk](mailto:Info@Powrmatic.co.uk) or using any of the methods provided on Our contact page.

**19. Law and Jurisdiction**

- 19.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 19.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 19.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 19.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.