Terms of Use

1. INTRODUCTION

Please read these terms of use carefully before using this website operated by Shoosmith Heating & Plumbing Ltd ("SHP"), having our registered office at The Corner House, 2 High Street, Aylesford, Kent ME20 7BG. By accessing or using our Website, you agree to be legally bound by these terms of use as they may be modified and posted on our Website from time to time.

2. GENERAL

We reserve the right to change any information on this website at any time. All descriptions are subject to change, and supersede all previous publications. All product descriptions are approximate. Every effort is made to keep information on this website up to date. However, we do not guarantee that this is the case. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms of use and the remainder of the provision in question will not be affected. This website, any content contained herein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with law of the jurisdiction specified in the clause below and the parties to any such contract agree to submit to the exclusive jurisdiction of the courts as specified.

3. PLUMBING AND HEATING INFORMATION

This website may provide information about plumbing, heating and related matters. SHP makes no representation that material in the site is appropriate for your needs. In addition, nothing on this website should be construed as providing any kind of advice or recommendation, and should not be relied on as the basis for any decision or action.

4. INTELLECTUAL PROPERTY

The content of this website is protected by copyright, trademarks, database and other intellectual property rights and you acknowledge that the intellectual property rights in the material and content supplied as part of this website shall remain with us. You may download or copy the content and other downloadable items displayed on this website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of this website for other than personal use is expressly prohibited. You may retrieve and display the content of this website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on

this website. You further acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content. No license is granted to you in these Conditions to use any of our trademarks.

5. WEBSITE

We attempt to ensure that the information available on this website at any time is accurate. However, we will not be held liable for any errors or omissions. We use commercially reasonable measures to correct errors and omissions as quickly as practicable after becoming aware or being notified of these. All images should be used only as a guide or representation of the services we provide. All drawings, descriptive matter and specifications of any services on this website are for the sole purpose of giving an approximate description of such services. We may also change, suspend or discontinue any aspect of this website, including the availability of any features, information, database or content or restrict access to parts or all of this website without notice or liability. We reserve the right to: modify or withdraw, temporarily or permanently, this website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of this website; and/or change the Conditions from time to time, and your continued use of this website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. You may not use this website for any of the following purposes: disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material; transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or similar; breaches any relevant laws, regulations or code of practice; gaining unauthorized access to other computer systems; interfering with any other person's use or enjoyment of this website; breaching any laws concerning the use of public telecommunications networks; interfering or disrupting networks or websites connected to this website; and making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

6. LIABILITY AND INDEMNITY

Notwithstanding any other provision in the Conditions, nothing in these Conditions will affect or limit your statutory rights; or will exclude or limit our liability for death or personal injury resulting from our negligence. This website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to this website, or any transaction that may be conducted on or through this website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of this website and any information provided by you. You must bear the risk associated with the use of the Internet. We will use

commercially reasonable efforts to verify the accuracy of any information on this website but make no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of this website or that it will be timely or error-free, that defects will be corrected, or that this website or the server that makes it available are free of viruses or bugs. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through this website and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on this website. We will use commercially reasonable efforts to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so and we will not be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to these Conditions, if the delay or failure was due to any cause beyond our reasonable control. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for: any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect losses suffered or incurred arising out of or in connection with the provision of any matter under the Conditions. You agree to fully indemnify, defend and hold us, our affiliates, and each of their respective officers, directors, employees and agents, harmless immediately on demand, from and against all claims, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing this website using your personal information with your authority. This clause does not affect your statutory rights as a consumer.

7. PRIVACY POLICY

Your use of this website is subject to SHP's Privacy Policy, which can be found at http://shoosmithplumbing.com/wp-content/uploads/2021/08/Privacy-Policy.pdf. Please review our Privacy Policy, which, in conjunction with these Conditions, also governs this website and informs users of our data collection practices.

8. EXTERNAL LINKS

To provide increased value to our users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website, we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for: the privacy practices of such websites; the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources, or; the use which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.