

SARCP Website Terms of Use

Please read before using the site

Terms of Use

The terms of use tell you about the ways in which you can make use of our website www.sarcp.com, whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

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.

Associated Policy

- Our Privacy Policy [www.sarcp.com/privacypolicy] 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.
- Our Cookie Policy [www.sarcp.com/cookiepolicy] sets out information about the cookies on our site.

If you purchase goods from our site, our Terms and conditions of supply [www.sarcp.com/termsfuse] will apply to the sales.

About SARCP

www.sarcp.com is a site operated by Sarcp ("We"). We are registered as a limited company in England and Wales under company number 4775345 and have our registered office at Offices 23/24 Brookside Business Park, Cold Meece, Nr.Stone, Staffordshire, ST15 0RZ.

Changes to Terms

We may revise these terms of use at any time, please check this page from time to time to take notice of any changes we have made.

Changes to our Website

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 However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.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

SARCP Website Terms of Use

Website Access

Our site is available free of charge.

We do not guarantee that our site, or 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.]

Your Account

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at contact@sarcp.com

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.

SARCP Website Terms of Use

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 based on 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

SARCP Website Terms of Use

- use of or reliance on any content displayed on our site

If you are a business user, please note that, 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
- 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.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our Terms and conditions of supply [www.sarcp.com/termsfuse].

Uploading Content

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy [www.sarcp.com/acceptableuse].

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. [If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.]

SARCP Website Terms of Use

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of the Site] a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy [www.sarcp.com/acceptableuse].

The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

Rights to Licence

When you upload or post content to our site, you grant the following licenses:

- A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by our site and across different media and to promote the site or services; and
- A worldwide, non-exclusive, royalty-free, transferable licence to allow third parties to use the content for their purposes.

We will only ever use your materials to carry out your instructions to us – unless, very exceptionally, a court or other regulator orders us to disclose 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.

SARCP Website Terms of Use

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.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy [www.sarcp.com/acceptableuse].

If you wish to make any use of content on our site other than that set out above, please contact [contact@sarcp.com].

Third Party Links and Resources

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

SARCP Website Terms of Use

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@sarcp.com

Thank you for visiting our site.

Markel Law owns the copyright in this document. You must not use this document in any way that infringes the intellectual property rights in it. You may download and print this document which you may then use, copy or reproduce for your own internal non-profit making purposes. However, under no circumstances are you permitted to use, copy or reproduce this document with a view to profit or gain. In addition, you must not sell or distribute this document to third parties who are not members of your organisation, whether for monetary payment or otherwise.

This document is intended to serve as general guidance only and does not constitute legal advice. The application and impact of laws can vary widely based on the specific facts involved. This document should not be used as a substitute for consultation with professional legal or other competent advisers. Before making any decision or taking any action, you should consult a Markel Law professional.

In no circumstances will Markel Law LLP, or any company within the Markel Group be liable for any decision made or action taken in reliance on the information contained within this document or for any consequential, special or similar damages, even if advised of the possibility of such damages.