

## **HORNBLOWER BUSINESS BROKERS LIMITED** **TERMS OF WEBSITE USE**

This page (together with the documents referred to on it) informs you of the terms on which you may make use of our website at [www.hornblower-businesses.co.uk](http://www.hornblower-businesses.co.uk) ("our site"). Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

### **INFORMATION ABOUT US**

[www.hornblower-businesses.co.uk](http://www.hornblower-businesses.co.uk) is a site operated by Hornblower Business Brokers Limited (hereinafter referred to as 'We', 'Our' and 'Us'). We are registered in England and Wales under company number 05974172 and have our registered office at 26 Burney Street, Greenwich, London, SE10 8EX. Our main trading address is 26 Burney Street Greenwich London SE10 8EX.

### **ACCESSING OUR SITE**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

### **ACCEPTABLE USE**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses. Without limiting the generality of the above, this includes Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of website use.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

Failure to comply with these terms of use provisions constitutes a material breach of these terms of use, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms of use provisions. The responses described are not limited, and we may take any other action we reasonably deem appropriate.

### **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.

### **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

### **OUR SITE CHANGES REGULARLY**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time.

### **OUR LIABILITY**

Unless otherwise stated, the material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

### **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

### **Cookies and other information-gathering technologies**

Our website uses cookies. Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information. These cookies allow us to distinguish you from other users of the website which helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

### **VIRUSES, HACKING AND OTHER OFFENCES**

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.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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 material posted on it, or on any website linked to it.

### **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, but 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 from 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 from which you are linking must comply in all respects with the content standards set out above.

If you wish to make any use of material on our site other than that set out above, please address your request to [ask@hornblower-businesses.co.uk](mailto:ask@hornblower-businesses.co.uk).

#### **LINKS FROM 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, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **JURISDICTION AND APPLICABLE LAW**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of website use are governed by English law.

#### **VARIATIONS**

We may revise these terms of website use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

#### **YOUR CONCERNS**

If you have any concerns about material which appears on our site, please contact [ask@hornblower-businesses.co.uk](mailto:ask@hornblower-businesses.co.uk).

Thank you for visiting our site.