

TERMS AND CONDITIONS

1. OUR TERMS AND CONDITIONS

- 1.1 Please read these terms and conditions carefully as they apply to your access and use of our Website and the supply of information through our Website. They include important information and form the basis of any agreement between us should you wish to proceed with the use of the information services. We request that you pay particular attention to our privacy policy below which sets out the principles which we follow in relation to the treatment of information about visitors to our Website.
- 1.2 In these terms and conditions:-
 - 1.2.1 “Services” means the information services available on the Website;
 - 1.2.2 “we” and “our” means Northgate plc and its subsidiary companies;
 - 1.2.3 “you” means the individual customer, organisation or business using the Services; and
 - 1.2.4 headings shall not affect interpretation.
- 1.3 These terms and conditions regarding the use of the Website constitute the entire agreement between us with respect to this Website and your use of the Services and supersede all prior communications and agreements or trade, customs or course of dealing between us, whether electronic, oral or written, regarding the subject matter contained in this Website. No terms or conditions transmitted by you will form part of any agreement or apply to your access to and use of the Website simply as a result of such terms and conditions being communicated to us.
- 1.4 A printed version of these terms and conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement between us to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 1.5 The materials contained in this Website are provided for general information purposes only and do not claim to be or constitute legal or other professional advice. We do not warrant the accuracy of the information provided in it. We do not accept any responsibility for any loss which may arise from accessing or reliance on information contained in this Website.
- 1.6 We may revise these terms and conditions without notice. It is your responsibility to regularly review the terms and conditions in case of any change. Continued use of the Website after a change will be treated as acceptance of the change by you.

2. LEGAL NOTICE

- 2.1 The content of this Website is our exclusive property or that of our content suppliers and is, unless specifically stated otherwise, protected by copyright, and other intellectual property rights. It is published by us and may not be reproduced other than by downloading and viewing on a single personal computer and/or printing a single hard copy, for private non-commercial purposes only. It is not to be otherwise reproduced, altered, transmitted, made available on a network or used to create derivative works without our prior written consent. All rights reserved.

- 2.2 The trade marks, logos and service marks shown on the Website, unless otherwise specified, are our trade marks. No rights are granted to use any of them without our prior written consent.
- 2.3 All links to this Website must go to www.northgateplc.com Please do not link directly to any other pages on this Website. We do not accept or undertake any responsibility or liability for access to or the material on any site which is linked from or to this Website.
- 2.4 This notice is made by Northgate plc registered in England with number 053171 with registered office at Norflex House, Allington Way, Darlington, DL1 4DY.

3. **DATA PROTECTION AND PRIVACY**

Any information you give to us will be stored and used in accordance with our privacy policy set out below.

4. **SECURITY**

- 4.1 You should be satisfied that you have assessed the security features of your computer and have determined that they are adequate to protect your interests and use of this Website.
- 4.2 We reserve the right to refuse Services if we suspect unauthorised persons are attempting to access them.
- 4.3 You agree that you are solely responsible for the performance and protection of any browser used in connection with this Website including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers, and we shall not be liable for any damage to or reduction in the performance of your computer system or any part thereof by the installation and/or use of any browser version required to use this Website or any third party links.

5. **HYPERLINKS**

This Website may include hyperlinks to sites operated by other parties but we are not responsible for examining or evaluating them and their inclusion does not imply our endorsement of their material and we accept no liability in respect of such sites. You therefore agree that we will not incur any liability in respect of the content of any site accessed through a hyperlink contained on this Website.

6. **USE OF THE WEBSITE**

By using this Website, you agree and undertake not to use the Website to:-

- 6.1 impersonate any person or organisation or falsely state or otherwise misrepresent yourself;
- 6.2 upload or share any unsolicited or unauthorised material or advertising;
- 6.3 upload, publish or display any personal or confidential information of any person or organisation without their prior consent;

- 6.4 upload, share or otherwise make available any material that contains viruses or similar;
- 6.5 upload, share or otherwise make available any material which may be illegal, discriminatory in any way, of a sexual nature or otherwise offensive or harmful to other users of the Website or others;
- 6.6 upload, share or otherwise make available any material which is deliberately misleading or fraudulent;
- 6.7 intimidate or harass any person or organisation; or
- 6.8 use, process or disseminate any of the information on this Website for any purpose other than the purposes for which the information was provided.

7. **OUR CUSTOMER COMPLAINTS POLICY**

The Services are provided by Northgate plc. In the event that you have any cause for complaint with regard to the Services or this Website please e-mail us at info@northgateplc.com or alternatively write to us at Norflex House, Allington Way, Darlington, DL1 4DY. We will investigate your complaint and try to resolve it as soon as possible.

8. **USE OF WEBSITE**

Our employees or agents are not authorised to make any representation concerning the Website or our Services unless confirmed by us by e-mail and you acknowledge that you do not rely on, and waive any claim for breach of, any such unconfirmed representation (unless such representation is made fraudulently).

9. **LIMITATION OF LIABILITY**

Your attention is drawn specifically to this paragraph.

- 9.1 **This Website or any part of it may not be compatible with your browser or computer configuration and we make no warranty that it is. We make no warranty that our Services via this Website will be available at any particular time or that your access to our Website will be uninterrupted, timely or error free and we will not be responsible if we are unable to provide the Website or the Services for any reason.**
- 9.2 **If you are accessing the Website and Services in the course of a business, all implied warranties and conditions are excluded to the maximum extent permitted by law.**
- 9.3 **We shall not be liable for (a) any loss of profit, data loss, loss of production or depletion of goodwill, or (b) any indirect loss, costs or expenses whatsoever, in each case arising out of your use of our Website and your use of the Services or our failure to deliver Services contained on the Website and our total liability for any losses arising out of your use of this Website, your use of the Services or our failure to deliver any such Services shall be limited to £50.00.**
- 9.4 **However, if you are accessing our Website to use the Services otherwise than in the course of a business, you have certain statutory rights as a consumer**

These statutory rights are not and will not be affected by any statement contained in these terms and conditions (and in particular, any provision which has the effect of limiting our liability to you in the event that any Service is defective or fails to correspond with the description given to it on this Website shall not apply).

9.5 You warrant that you will not use this Website or any of the Services for any unlawful purposes or in a way that is prohibited by these terms and conditions.

10. INDEMNITY

If you are accessing this Website in the course of a business, you agree to indemnify us and to keep us indemnified (except to the extent caused by our negligence, fraud or wilful default) from all or any liability or damages we incur in contract, tort or otherwise towards a third party as a result of your use of this Website or any of the Services or any content published, uploaded or displayed by you on the Website.

11. GENERAL

11.1 We reserve the right to change these terms and conditions from time to time. This right shall not affect the existing terms and conditions accepted by you at the time you accessed our Website which shall govern our contractual relationship with you in respect of that access or the Services.

11.2 Each of our rights or remedies is without prejudice to any other of our rights or remedies.

11.3 If any part of these terms and conditions is unenforceable (including any provision in which we exclude liability to you) the enforceability of any other part of these terms and conditions will not be affected.

11.4 This Website is operated and controlled from the United Kingdom and these terms and conditions and your use of this Website are governed by and construed in accordance with the laws of England and Wales. By agreeing to these terms and conditions you consent to all disputes arising out of or relating to your use of this Website being decided only by the courts of England and Wales. If you are accessing this Website from another jurisdiction it is your responsibility to ensure your compliance with the laws that apply to that jurisdiction.

11.5 All rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.

11.6 Failure or delay by us in enforcing or partially enforcing any provision of these terms and conditions is not a waiver of any of our other rights.

11.7 Any waiver by us of any breach by you is not a waiver of any subsequent breach.

12. PRIVACY POLICY

12.1 This Website is owned and operated by Northgate plc registered address is Norflex House, Allington Way, Darlington, DL1 4DY.

12.2 Our privacy policy relates only to information that we obtain from you and we will only request information that is necessary to enable us to provide the Services or as otherwise stated in this privacy policy. If you visit a website operated by a third party through a link included on this Website, your information might be used differently by

the operator of the linked website. We cannot be responsible for your protection and privacy when visiting such websites and their privacy policies should always be checked.

12.3 The information you provide to us when using this Website may be processed for the following reasons:-

12.3.1 to notify you of our news updates, bulletins and information or those of other companies in the Northgate group of companies, should you consent to this by completing the appropriate registration forms;

12.3.2 to customise this Website according to your interests;

12.3.3 to carry out research;

12.3.4 to process any request for advice or information supplied by us; and

12.3.5 to comply with our statutory and regulatory obligations.

12.4 The type of information we will collect about you includes:-

12.4.1 your name and address;

12.4.2 your phone number and e-mail address;

12.4.3 the information included in any registration form; and

12.4.4 information you complete in relation to our client surveys.

When we collect information from you we may want to contact you in the future for marketing purposes by post and e-mail but we need your consent to do this. If you do not want us to contact you (including by post, e-mail or telephone) concerning our services that may be of interest to you then please tick the appropriate box on the registration form.

12.5 We will never collect sensitive information (as defined in data protection legislation) about you without your explicit consent.

12.6 Any information that we collect about you is stored electronically on our database. It may also be printed and stored in our filing system.

12.7 We will keep your personal information confidential except to the extent that we are compelled to disclose it by law, by the police or other law enforcement agencies or to comply with an instruction of a regulatory body of competent jurisdiction. From time to time we may be called upon to demonstrate our maintenance of certain professional standards as set by appropriate authorities and/or to satisfy our auditors and/or to comply with regulations in relation to money laundering or other statutory requirements. If you do not consent to our production of your details for this purpose only as an exception to our duty of confidentiality, you can let us know by contacting customer services as detailed at [condition 7]¹.

¹ Please insert the relevant link to the customer services details.

- 12.8 If you believe that the information we hold about you is inaccurate or if you wish us to cease processing your data for any particular purpose or purposes, write to us at the above address or e-mail info@northgateplc.com.
- 12.9 To comply with the Data Protection Act 1998 we adhere to strict security procedures. The personal information which we hold will be held securely to ensure no unauthorised disclosure or access.
- 12.10 We reserve the right to appoint an internet service provider to host our Website on our behalf which may be situated outside the European Economic Area (the EEA). By agreeing to our terms and conditions of use of our Website you consent to any transfer of your personal information outside the EEA. This may be necessary for us to achieve the purposes set out above.
- 12.11 If you change your mind about receiving marketing information from us in the future please email us at info@northgateplc.com.
- 12.12 Should you wish to obtain a copy of the personal data that we hold about you, you can send an e-mail to the info@northgateplc.com. When we are satisfied as to your identity, we will send to you a copy of all the data that we hold concerning you.
- 12.13 If you have a complaint regarding any breach of this privacy policy, contact us at Norflex House, Allington Way, Darlington, DL1 4DY.
- 12.14 When visiting our Website, we would like to use tracking technologies which record information about you automatically. This can include using a "cookie" which would be stored on your browser. If you do not want this to happen you may disable the cookies by following the instructions provided by your browser. If we cannot use such technology it is possible that certain functionality of this site might be affected and you might not be able to access certain Web pages. This information does not identify you personally. We would automatically collect and store only the following information about your visit:-
- 12.14.1 the internet domain and IP address from where you access our Website;
 - 12.14.2 the type of browser software and operating system used to access our Website;
 - 12.14.3 the date and time you access our Website;
 - 12.14.4 the pages you enter, visit and exit our Website from; and
 - 12.14.5 if you linked to our Website from another website, the address of that website.

By accessing the website, you agree that you:-

- (1) have read and understand the terms and conditions set out above;
- (2) consent to our use of your information in accordance with our privacy policy set out above link; and
- (3) agree to be bound by these terms and conditions.

If you do not agree, please leave this Website now.