

JEPCO (Marketing) Ltd - Website TERMS AND CONDITIONS OF USE

Key Details

These are the general terms and conditions of JEPCO (Marketing) Ltd for the use of this website. Please read these terms and conditions carefully. Your use of the website and the service will be subject to these terms and conditions which include our Privacy Policy.

1. Definitions

In these terms and conditions, the following definitions apply:

"JEPCO" means JEPCO (Marketing) Limited, whose registered office is Norfolk House Farm, Gedney Marsh, Spalding, Lincs. PE12 9PB.

"Site" means the JEPCO (Marketing) Ltd website accessed via <http://www.jepco.co.uk>

"Service" means any information and services provided by JEPCO (Marketing) Ltd through the website

2. What you are allowed to do

2.1 You may use the Service for personal use and in accordance with these terms. You may:

(a) Browse the Site using a compatible web browser. Permission to browse the Site includes permission to make transient or cached copies of parts of the Site to the extent that this occurs in the normal course of using your browser and that these copies are used only to facilitate current or subsequent access to the Site by you;

(b) Print a copy of any page of the Site, for your own personal purposes, provided you do not do any of the things set out under "What you are not allowed to do".

3. What you are not allowed to do

3.1 Except to the extent expressly set out in these terms, you are not allowed to make any copies of any part of the Site.

3.2 You may not remove or change anything on the Site.

3.3 You may not include or create links to or from the Site.

3.4 You are not allowed to copy or use any material from the Site for any commercial purpose.

3.5 You are not allowed to remove or change any copyright, trade mark or other intellectual property right notices contained in the original material or from any material copied or printed off from the Site.

3.6 You must only use the Site and anything available from the Site for lawful purposes, and you must comply with all applicable laws, statutes and regulations. You must not use the Service to:

(a) Post, upload or otherwise transmit information or pictures that are obscene or pornographic, threatening, menacing, racist, offensive, defamatory or otherwise unlawful;

(b) Upload files that contain software or other materials in breach of any intellectual property rights or in breach of confidence;

(c) Download any file or materials posted by another user that you know, or reasonably should know cannot be copied or otherwise used;

(d) Harass, stalk, threaten or otherwise violate the rights of others;

- (e) Harm or threaten to cause harm to minors;
- (f) Impersonate anyone else or otherwise misrepresent your identity or status;
- (g) Collect and process others' personal data.

3.7 JEPSCO accepts no obligation to monitor the use of the Site. However, JEPSCO reserves the right to disclose any information as required by law and/or to remove, refuse to post or to edit any information or materials, to block your access and to take such other action as may be reasonably necessary to prevent any breach of these terms and conditions or any breach of applicable law or regulation. JEPSCO will also in its absolute discretion fully co-operate with law enforcement and other relevant authorities with respect to any investigation of suspected unlawful activity or violation of network security.

4. Your personal information

Usage of your personal information is governed by JEPSCO's Privacy Policy, which forms part of these Terms and Conditions of Use. In the event that JEPSCO undergoes reorganisation or is sold to a third party, you agree that any personal information JEPSCO holds about you may be transferred to that reorganised entity or third party.

5. Rights

All intellectual property rights in any material (including text, photographs and other images and sound, trademarks and logos) contained in this Site are either owned by JEPSCO, JE Piccaver & Co. or have been licensed to JEPSCO by the rights owner(s) so that JEPSCO can use this material as part of its Site. You are only allowed to use this Site and the material contained in the Site as set out in these terms.

6. Disclaimer and limitation of liability

6.1 JEPSCO does not, and nothing in these terms and conditions shall act to exclude or limit JEPSCO's liability for death or personal injury resulting from its negligence, fraud or any other liability which may not by applicable law be excluded or limited. Your statutory rights as a consumer are not affected by any of these terms.

6.2 Subject to clause 6.1, in no event shall JEPSCO be liable (whether for breach of contract, negligence or for any other reason) for any loss of profits, exemplary or special damages, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect, consequential or special loss, however arising.

6.3 You agree that the obtaining of any material through the use of the Service is carried out at your own risk and that JEPSCO has no liability to you in respect of such material or the effects of such material.

6.4 JEPSCO tries to make sure that all information contained on the Site is correct, but it does not accept any liability for any error or omission. You should check with JEPSCO or the relevant supplier before acting on any information on the Site.

6.5 JEPSCO may change the format and content of the Site from time to time. You should refresh your browser each time you visit the Site to ensure that you download the most up to date version of the Site.

6.6 The Site may include links to external sites and co-branded pages. Where it does, JEPSCO has included links to these sites and co-branded pages to provide you with access to information and services that you may find useful or interesting. JEPSCO is not responsible for the content of these site and pages or for anything provided by them.

7. Suspension and termination of Service

7.1 JEPSCO may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade the contents or functionality of the Site from time to time. Access to or use of the Site or any Sites or pages linked to it will be not necessarily be uninterrupted.

8. General and governing law

8.1 JEPCO may change these terms and conditions from time to time and will endeavour to notify you of any major changes by posting a message on the Site. By browsing the Site you are accepting that you are bound by the current terms and conditions. You should check these each time you revisit the Site. These terms and conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these terms and conditions is found to be unenforceable, this shall not affect the validity of any other provision. JEPCO may delay enforcing its rights under these terms and conditions without losing them. You agree that JEPCO may sub-contract the performance of any of its obligations or may assign these terms and conditions or any of its rights or obligations without giving you notice.

8.2 JEPCO will not be liable to you for any breach of these terms and conditions which arises because of any circumstances which JEPCO cannot reasonably be expected to control.

8.3 These terms and conditions shall be governed and interpreted in accordance with English law, and you consent to the non-exclusive jurisdiction of the English courts.