## B H K (Flooring) Limited t/a Slatdecor

# Website Terms of Use (Terms)

# PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SITE

- What's in these Terms?
- 1.1 These Terms tell you the rules that apply when you visit our website (our site).
- 2. Who we are and how to contact us
- 2.1 <a href="https://www.slatdecor.com/">https://www.slatdecor.com/</a> is a site operated by B H K (Flooring) Limited t/a Slatdecor ("we"). We are registered in England and Wales under company number 05521344 and have our registered office at Davy Drive, North West Industrial Estate, Peterlee, County Durham, SR8 2JF. Our VAT number is 873261712.
- 2.2 We are a limited company.
- 2.3 To contact us, please email customerservices@slatdecor.com.
- 3. By using our site you accept these Terms
- 3.1 By using our site, you confirm that you accept the Terms and that you agree to comply with them.
- 3.2 If you do not agree to these Terms, you must not use our site.
- 3.3 We recommend that you print a copy of these Terms for future reference.
- 4. There are other Terms that may apply to you
- 4.1 These Terms refer to additional terms which also apply to your use of our site including our Website Privacy Notice.

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4.2 If you purchase goods from our site, our Terms and Conditions- <a href="https://www.slatdecor.com/terms">https://www.slatdecor.com/terms</a> will apply to any sale of goods to you.

#### Field Code Changed

## 5. We may make changes to the Terms

- 5.1 We may amend these Terms from time to time. Every time you wish to use our site, please check these Terms to ensure you understand the terms that apply at that time.
- 6. We may make changes to our site
- 6.1 We may update and change our site from time to time to reflect changes to our products.
- 7. We may suspend or withdraw our site
- 7.1 Our website <a href="https://www.slatdecor.com/">https://www.slatdecor.com/</a> is made available free of charge.
- 7.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 7.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms and conditions and privacy notices, and that they comply with them.
- 8. We may transfer these Terms to someone else
- 8.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.

## 9. Our site is only for users in the UK

9.1 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 for use or available in other locations.

## 10. Our site is only for website users over 18

10.1 Our site is directed to people over the age of 18. We do not represent that content available on or through our site, or our products and services, are appropriate for use or available to people below the age of 18.

#### 11. How you may use material on our site

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).
- 11.5 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.

11.6 If you print off, copy, download, share or repost any part of our site in breach of these Terms, 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.

# 12. No text, data mining or web scraping

- 12.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):
  - 12.1.1 any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same; and
  - 12.1.2 any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but it is not limited to patterns, trends and correlations.
- 12.2 The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).
- 12.3 This clause 12 shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

#### 13. Do not rely on information on this site

- 13.1 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 on the basis of the content on our site.
- 13.2 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.

## 14. We are not responsible for websites we link to

- 14.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 14.2 We have no control over the contents of those sites or resources.

# 15. User-generated content not approved by us

15.1 This site may include images and pictures uploaded by other users of the site This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

## 16. User-generated content approved by us

16.1 This site may include videos created by other users of the site. This information and these materials have been verified or approved by us. Videos must be sent to us directly by email for us to carry out our verification checks or approve the video-sharing content.

## Uploading content to our site

17.

- 17.1 Whenever you make use of a feature that allows you to upload images to our site, you must comply with the content standards set out in these Terms as well any other applicable law, statute, ordinance, rule or regulation.
- 17.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnity us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 17.3 Any content you upload to our site or share with us by email with the intention of sharing it 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 a limited licence to use, store and copy that content and to distribute and make it available to third parties.
- Any content that is not owned by or licensed to you or which is subject to third party rights, you are responsible for obtaining, prior to uploading content to our site, all releases, consents and/or licences necessary to permit our use of your content. You have obtained permission from any person(s) identifiable in the content to grant the rights set out in these Terms, or where those person(s) are aged 18 years or under, you either:
  - 17.4.1 contain profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous or discriminatory comments or content that might be considered to be harassment, abuse or threats against the personal safety or property of others;
  - 17.4.2 contain material which impersonates others or personal information about anyone, including yourself, such as phone numbers, postal addresses or credit card numbers; or

**Commented [RH1]:** Will you allow people to upload photos to the website directly or do people need to send the photos to you upload to the website?

**Commented [RH2R1]:** Most likely will require individuals to contact Slatdecor directly but will come back to us to confirm.

- 17.4.3 breach any legal or fiduciary duty owed to a third party, such as a contractual duty or a duty of confidence.
- 17.5 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.
- 17.6 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 these Terms.
- 17.7 If you wish to contact us in relation to content you have uploaded to our site and that we have taken down, please contact us by email using customerservices@slatdecor.com.
- 17.8 You are solely responsible for security and backing up your content.
- 18. Rights you are giving us to use material you upload
- 18.1 When you upload or post content to our site, you grant us the following right to use that content:
  - 18.1.1 a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media (including to promote the site or the products) forever.
- 19. How to complain about or report content
- 19.1 If you wish to complain about any other content, please contact us be email at customerservices@slatdecor.com.
- 20. Our responsibility for loss or damage suffered by you
- 20.1 Whether you are a consumer or a business user:

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- 20.1.1 we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for fraud of fraudulent misrepresentation; and
- 20.1.2 different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you.

## 21. How we may use your personal information

- 21.1 We will only use your personal information as set out in our Website Privacy Notice available <a href="https://www.slatdecor.com/privacy-policy/">https://www.slatdecor.com/privacy-policy/</a>
- 22. We are not responsible for viruses and you must not introduce them
- 22.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 22.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 22.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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.

#### Rules about linking to our site

23.

- 23.1 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.
- 23.2 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.
- 23.3 You must not establish a link to our site in any website that is no 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 then the home page.
- 23.5 We reserve the right to withdraw linking permission without notice.
- 23.6 If you wish to link to or make any use of content on out site other than that set out above, please contact customerservices@slatdecor.com.

## 24. Which country's laws apply to any disputes?

- 24.1 If you are a consumer, please note that the Terms, its subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that 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.
- 24.2 If you are a business, the Terms, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.