

## Website Terms and Conditions of Use

### 1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our Privacy and Cookies Policy.
- 1.4 In these terms and conditions, "we", "us" and "our" refer to Torque Logistics Limited and/or Torque Retail Services Limited.

### 2. Copyright notice

- 2.1 Subject to the express provisions of these terms and conditions:
  - (a) we own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### 3. Licence to use website

- 3.1 You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;
  - (d) stream audio and video files from our website; and
  - (e) use our website services by means of a web browser,subject to the other provisions of these terms and conditions.
- 3.2 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.3 Unless you own or control the relevant rights in the material, you must not:
  - (a) republish material from our website (including republication on another website);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;
  - (d) exploit material from our website for a commercial purpose; or
  - (e) redistribute material from our website.

3.4 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

#### **4. Acceptable use**

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) use data collected from our website to contact individuals, companies or other persons or entities.

4.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, and not misleading.

#### **5. Login**

5.1 To the extent that our website requires a login to access certain of its functionality, you must not allow any other person to use your login to access the website.

5.2 You must notify us in writing immediately if you become aware of any unauthorised use of your login.

5.3 You must not use any other person's login to access the website, unless you have that person's express permission to do so.

5.4 You must keep any password(s) that allow login to our website confidential.

5.5 You must notify us immediately if you become aware of any disclosure of your password.

5.6 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

5.7 We may at our sole discretion, without notice or explanation, suspend and / or cancel your ability to login.

#### **6. Limited warranties**

6.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

- 6.2 We reserve the right to discontinue or alter any part or all of our website and to stop publishing our website, at any time in our sole discretion without notice or explanation.
- 6.3 To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **7. Limitations and exclusions of liability**

- 7.1 To the maximum extent permitted by applicable law, we exclude all liabilities relating to the use of our website and we will not be liable for any loss or damage of any nature, including (but not limited to) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill; any loss or corruption of any data, database or software; and/or any special, indirect or consequential loss or damage.
- 7.2 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.

## **8. Breaches of these terms and conditions**

- 8.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to our website;
  - (c) permanently prohibit you from accessing our website; and/or
  - (d) block computers using your IP address from accessing our website.
- 8.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition.

## **9. Variation**

- 9.1 We may revise these terms and conditions from time to time.
- 9.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

## **10. Assignment**

- 10.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 10.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **11. Severability**

- 11.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 11.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **12. Third party rights**

- 12.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 12.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **13. Entire agreement**

- 13.1 These terms and conditions, together with our Privacy and Cookies Policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **14. Law and jurisdiction**

- 14.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 14.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **15. Our details**

- 15.1 This website is owned and operated by Torque Logistics Limited and Torque Retail Services Limited.
- 15.2 These companies are registered in England and Wales under registration numbers 2625079 and 2797402 respectively and both are registered at The Torque Building, Wortley Moor Road, Wortley, Leeds, West Yorkshire, LS12 4JH.
- 15.3 Our principal place of business is at The Torque Building, Wortley Moor Road, Wortley, Leeds, West Yorkshire, LS12 4JH.
- 15.4 You can contact us:
- (a) by post, to the postal address given above;
  - (b) using our website contact form;
  - (c) by telephone, on the contact number published on our website; or
  - (d) by email, using the email address published on our website.