



The fm Company

# Website Terms of Use Policy (GDPR)

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## 1. Who we are and how to contact us

1.1 The website and service accessible from the URL <https://www.thefmcompanyuk.co.uk> is a website operated by The fm Company UK Ltd (“we”, “us” or “our”).

1.2 These terms of use (and the additional terms detailed in condition 5) form the basis upon which you, the person accessing the website (“you” or “your”) are permitted to access the website from any device or browser, [including any mobile equipment].

1.3 To contact us, please email [info@thefmcompanyuk.co.uk](mailto:info@thefmcompanyuk.co.uk) or telephone our customer service line on 01484 507986.

## 2. Accuracy of information

2.1 Although we make reasonable efforts to update the information on the website, we make no representations, warranties or guarantees, whether express or implied, that the content on the website is accurate, complete or up to date.

2.2 The content on the website is provided for general information only. It is not intended to amount to advice on which you should rely.

2.3 You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the website.

2.4 We advise you to conduct your own research prior to purchasing from any merchant.

## 3. Application of terms

3.1 By using the website, you confirm that you accept these terms of use and that you agree to comply with them.

3.2 Please read this page carefully. If you do not agree with the contents of these terms of use, do not utilise the website.

3.3 You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

3.4 We recommend that you print a copy of these terms for future reference.

## 4. Other terms that may apply to you

4.1 These terms of use refer to the following additional terms, which also apply to your use of the website:

- (a) our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the website, you consent to such processing and you warrant that all data provided by you is accurate. A link to our Privacy Policy can be found [here](#).



## **5. Changes to these terms**

5.1 We amend these terms of use from time to time. Every time you wish to use the website, please check these terms of use to ensure that you understand the terms that apply at that time.

5.2 If you continue to use the website after any changes have been made, you will be taken to accept our amended terms.

## **6. Changes to the website, suspension and withdrawal**

6.1 We may update or amend the website from time to time and any changes will become effective immediately. We will try to give you reasonable notice of any major changes.

6.2 The website is made available free of charge. As such, we do not guarantee that the website, or any content on it, will always be available or be uninterrupted.

6.3 We may suspend or withdraw or restrict the availability of all or any part of the website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

## **7. Account details**

7.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You agree that all activities in relation to your account are your responsibility.

7.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

7.3 If you know or suspect that anyone other than you know your user identification code or password or any other breach of security, you must promptly notify us using the details set out in condition 1.

## **8. Use of the website and ownership**

8.1 You may only use the website for the purposes contemplated by these terms of use and your own personal, domestic, private use.

8.2 We are the owners (or the licensees) of all intellectual property rights in the website (including any copyright, trade mark, design right and database right), and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.



8.3 We grant to you, a limited, non-exclusive, royalty free license to access the website from a single computer or mobile device at any one time, subject to these terms of use. You grant us a non-exclusive, perpetual, irrevocable, royalty-free license to use any material that you post on the website in accordance with these terms of use.

8.4 You may print off one copy, and may download extracts, of any page(s) from the website for your personal use and you may draw the attention of others within your organisation to content posted on the website.

8.5 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.

8.6 Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

8.7 You must not use any part of the content on the website for commercial purposes without obtaining a license to do so from us or our licensors.

8.8 If you print off, copy or download any part of our website in breach of these terms of use, your right to use the website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **9. Linking**

9.1 Where the website contains links to other websites 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. We have no control over the contents of those websites or resources.

9.2 You may link to any page on the website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

9.3 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.

9.4 We reserve the right to withdraw linking permission without notice.

## **10. Uploading content**

10.1 Any content you upload to the website will be considered non-confidential and nonproprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited license to use, store and copy that content and to distribute and make it available to third parties.



10.2 We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the website constitutes a violation of their intellectual property rights, or of their right to privacy.

10.3 We have the right to remove any posting you make on the website if, in our opinion, your post does not comply with our standards.

## 11. Monitoring

11.1 We may electronically monitor areas of the website and may disclose any content, records, or electronic communication of any kind:

- (a) to satisfy any law, regulation, or government request;
- (b) if such disclosure is necessary or appropriate to operate the website; or
- (c) to protect our rights or property or the rights of the users, sponsors, providers, or licensors.

## 12. Viruses and misuse

12.1 We do not guarantee that the website will be secure or free from bugs or viruses.

12.2 You are responsible for configuring your information technology, computer programs and platform to access our website. You should use your own virus protection software.

12.3 You must not:

- (a) misuse the website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- (b) attempt to gain unauthorised access to the website, the server on which the website is stored, or any server, computer or database connected to the website;
- (c) attack our website via a denial-of-service attack or a distributed denial-of service attack.

12.4 By breaching condition 12.3, 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 the website will cease immediately.

## 13. Choice of Law and jurisdiction

13.1 These terms of use, their subject matter, their formation and your use of the Website are governed by English law.



The fm Company

13.2 You and we both agree that the courts of England and Wales will have exclusive jurisdiction.