
Terms and conditions for general users

1 Our contract

By using or subscribing to our site you enter into a binding contract with us on the following terms and conditions.

2 A business service only

3 Our site is directed exclusively at commercial enterprises.

3.1 You represent to us and to all suppliers of goods and services through our site that all purchases made by you through our site will be made for purposes integral to your business and will be within the scope of your authority to conclude contracts on behalf of your business.

3.2 Our promises

We will permit you to access, use and interact with our site subject to these terms and conditions.

4 We will:

4.1 exercise reasonable care in compiling our site;

4.2 use reasonable efforts to make our site available to you at all times; and

5 take the steps set out in our privacy policy to endeavour to secure any personal data and credit card information you give us.

5.2 Exclusions and limitations

6 We do not represent or warrant that access to our site, or any part of it, will be uninterrupted, reliable or fault-free.

7 We do not represent or warrant to you that our site or any of its contents will be accurate, complete or reliable.

7.1 We do not represent or warrant that:

7.2 any services (whether or not provided by us) will be provided with due care and skill; or

7.3 any goods (whether or not provided by us) will be of merchantable quality or will be fit for any purpose (even if that purpose has been previously notified to us).

7.4 To the extent permitted by law, we exclude all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which we may otherwise have to you as a result of:

7.5 any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to our site or any information on our site;

7.6 the unavailability of our site (or any part of it), goods or services;

8 any delay in providing, or failure to provide or make available, goods or services, or any negligent provision of goods or services;

8.1 any goods not being of merchantable quality or fit for their intended purpose; or

8.1.1 any misrepresentation on or relating to our site, the goods or the services (other than a fraudulent misrepresentation made by us or on our behalf).

8.1.2 Our maximum liability to your business in respect of your use of our site or any services we provide or make available to you through or in relation to our site will be the amount of any subscription fees paid on behalf of your business during the year in which the liability arose. You agree that we shall have no liability for indirect or consequential losses, loss of data, income or profits or damages for loss of or damage to property.

8.2 You agree that each of these limitations is reasonable having regard to the nature of our site and in particular given that when you purchase information, goods or services through our site you will enter into a separate contract with the supplier in each case.

8.3 None of the exclusions or limitations in this clause 4 shall exclude or restrict our liability for death or personal injury caused by our negligence.

8.4 None of the above exclusions shall affect any statutory rights which are not capable of being excluded. However, in such case our obligation, where permitted by law, will be limited to the resupply of our site, goods or services to you.

8.4.1 Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these terms and conditions.

8.4.3 **Site subscription and charges**

8.5 By subscribing to our site, you agree to pay our charges at the rate applicable from time to time and stipulated on the site.

8.6 If you fail at any time to pay any subscription charges due in accordance with these terms and conditions we may, in our discretion and without prejudice to our other rights, deny you access to those areas of our site which are exclusively available to subscribers. We need not provide you with advance notice in such circumstances.

8.7 **Links to other sites**

Certain links, including hypertext links, in our site will take you outside our site. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked site, its operator or its content. We are not responsible for the content of any website outside our site.

9 Termination of subscription

9.1 We may terminate your subscription immediately if you are in material breach of any of these terms and conditions and in particular upon any failure by you to pay your subscription charge in accordance with these terms and conditions. You may terminate your subscription at any time on 30 days' notice to us.

9.2 Any rights that have accrued to either party at the date of termination will remain enforceable after termination for a period of 12 months.

9.3 **No commercial use**

You agree that you will use our site only for your internal business purposes and that you shall not exploit our site or any of its contents for any commercial purpose.

9.4 **General**

9.5 **Third party rights**

Where in these terms representations and warranties are made to us and to suppliers of goods and services through our site, you acknowledge and agree that such representations and warranties are intended to grant rights to, and operate for the benefit of, all such suppliers and that each such supplier may rely upon and enforce such representations and warranties against you by virtue of the Contracts (Rights of Third Parties) Act 1999.

10 **Variations**

We reserve the right at any time without notice to revise the content of our site (including the services offered by us) and these terms and conditions. Any changes to these terms and conditions will be posted on our site and by continuing to use our site following any such change you will signify that you agree to be bound by the revised terms and conditions of use.

11 **Credit card security and registration**

We use a secure server that implements Secure Sockets Layer technology (certified to the standard for encrypted credit card transactions stipulated by Verisign UK Limited) to prevent any person from gaining access to your credit card or registration information whilst it is on our site or being transmitted across the Internet.

If you discover that goods or services have been ordered from a supplier over our site using your credit card details in circumstances where you had not agreed to or authorised this, then (provided that you have not, through failure to take reasonable care, allowed an unauthorised person to gain access to your credit card details, purchaser ID or password) our suppliers are required to refund to you the money they receive provided that:

11.1 you inform your credit card company and us of the unauthorised purchase as soon as you discover it; and

11.2 you co-operate with your credit card company, the supplier, us and, if necessary, the police in relation to the unauthorised use.

11.3 **Taxes**

We have made every effort to make clear whether the quoted prices for goods and services available through our site include any relevant tax or duty. Where in any case it is not clear please note before you make an order that you might be required to bear a liability to tax or duty (for example VAT) imposed by the supplier or by operation of law that is in addition to the price.

11.4 **The use of your information**

You agree that we may collect, store, and use information about you in accordance with our privacy policy. You acknowledge and agree to be bound by the terms of our privacy policy.

12 **Copyright**

All rights in the design, text, graphics and other material on our site and the selection or arrangement thereof are the copyright of us or other third parties. Permission is granted to electronically copy and print in hard copy portions of our site solely in connection with the acquisition of goods or services through our site.

Any other use of materials on our site (including reproduction for purposes other than those noted above and alteration, modification, distribution, or republication) without our prior written permission is strictly prohibited.

You hereby grant to us a perpetual, royalty-free, irrevocable licence to copy, issue copies, communicate to the public, make publicly available and include in a cable programme service (either in whole or in part or in a modified or edited form) any material you upload or post to our site (whether to a chat room, bulletin board or otherwise). You acknowledge and agree that such material is not uploaded or posted subject to any obligation of confidence.

13 Trade marks

We are the proprietor of the Machinecompare.com trade mark in the United Kingdom and other countries. All other trade marks, product names and company names or logos used in our site are our property or that of their respective owners. No permission is given by us in respect of the use of any such trade marks, get-up, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

13.1 Access

8.4.2 We reserve the right in our sole discretion to deny users access to our site or any part of our site without notice and to decline to provide the service to any user that is in breach of these terms and conditions of use.

13.2 Events beyond our control

We shall not be liable to you for any breach of these terms and conditions of use or any failure to provide or delay in providing our services through our site resulting from any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, fire, explosion or accident.

13.3 Applicable law and jurisdiction

These terms and conditions (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to them or their formation) shall be governed by and interpreted in accordance with English law and, for these purposes, the parties irrevocably submit to the exclusive jurisdiction of the English courts.

13.4 Unenforceability

The enforceability or otherwise of any provisions of these terms and conditions shall not affect the enforceability of the rest of these terms and conditions.

13.5 Definitions

In these terms and conditions:

13.6 'our site' means our presence on the Internet;

13.7 'our', 'we' and 'us' means Machinecompare.com Limited and, where applicable, its officers, employees and authorised agents; and

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14 'you' and 'your' include any business with which you are associated and on behalf of which you use our site ('your business').