

# Website Terms of Use

This page highlights the terms of use on which you may make use of our website [www.mereway.co.uk](http://www.mereway.co.uk) ("website"), whether as a guest or registered user. Please read these terms carefully before you start to use the website. By using our website, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.

We may revise these terms at any time and will do so by updating this page. We ask for you to check this page for any amendments to our terms of use as they are binding on you.

## 1. Information about us

Our website is operated by Mereway Kitchens which is a registered trademark of Mereway Group of Companies.

We are registered in England & Wales under registration number 6376672 (VAT number: GB 923 9696 79) and our registered address is Unit B Redfern Park Way, Tyseley, Birmingham, B11 2BF.

You can contact us by e-mail at: [info@mereway.co.uk](mailto:info@mereway.co.uk)

## 2. Accessing our website

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice (see below). We will not be liable if for any reason our website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our website, or our entire website, to users who have registered with us.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.

## 3. Licence to use website

You may print or download content from this website for your own personal use, provided that:

- (a) you do not sell, rent or otherwise sub-license material from the website;
- (b) you do not redistribute material from this website except for content specifically and expressly made available for redistribution;

- (c) no content is modified in any way;
- (d) no graphics are used separately from the accompanying text;
- (e) our copyright and trademark notices appear in all copies and you acknowledge this website as the source of the material; and
- (f) the person to whom you are providing these materials are aware of these restrictions.

#### **4. How we use your personal information**

When you order a brochure from us or request help with design or project management, we share the details you submit to us with our selected third party retailers. This is an integral part of our business and without doing so we will not be able to undertake the actions that you have requested on our website. One of the following actions will be undertaken once you have submitted your details to us and you consent to us doing this:

When you order a brochure from us, this action will be followed up by a phone call from one of our selected third party retailers to check whether you have received our brochure, and to ask whether they can provide you with any further assistance.

When you request help with design or project management, this action will be followed up by a phone call from one of our selected third party retailers who will discuss with you your requirements for your design or project.

We only use your personal information provided in accordance with our Privacy Policy. For details, please see our Privacy Policy. Please take the time to read this, as it includes important terms which apply to you.

#### **5. Reliance on information posted**

Any comments or materials that have been posted onto our website whether by us or by third parties are not intended to amount to advice on which reliance is placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by anyone accessing our website, or by anyone who may be informed of any of its contents.

#### **6. Regular website updates**

We aim to update our website regularly and may change the content at any time. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update the material or to ensure that the website remains available.

## 7. Our liability

The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity, and any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits or contracts;
- (d) loss of anticipated savings;
- (e) loss of data;
- (f) loss of goodwill;
- (g) wasted management or office time;

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

We do not in any way exclude or limit our liability for fraud or fraudulent misrepresentation; for death or personal injury caused by our negligence; or for any other liability which cannot be excluded or limited under applicable law.

## 8. Terms of business

The supply of goods by us to you will be subject to the terms of business supplied to you from Mereway Kitchens.

## 9. Information about you and your visits to our website

We process information about you in accordance with our privacy policy ***[Follow this link to view the Privacy Policy](#)***. By using our website, you consent to such processing and you warrant that all personal data, including sensitive personal data (both as explained in our privacy policy), provided by you is accurate.

## 10. Uploading information to our website

Whenever you make use of a feature that allows you to upload information to our website you are responsible for ensuring that all information is true, accurate, up to date, and is not misleading, likely to deceive, discriminatory, obscene, offensive, libellous, defamatory, illegal, unlawful, or in breach of any intellectual property rights or applicable

law. You warrant that any such contribution shall comply with those standards, and you indemnify us for any breach of that warranty.

Any information supplied by you (including but not limited to sensitive personal data) may be used by us (in accordance with our privacy policy), and our third party Mereway retailers, for the purposes of supplying our goods or referring you to third parties providing services that you may have requested or inquired about and any additional administrative functions.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website. We have the right to remove any material or posting you make on our website at any time and at our sole discretion, without reason or explanation to you.

## **11. Viruses, hacking and other offences**

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

## **12. Links from our website**

We may link to other websites. When we do this, we will try to make it as clear as possible that you are leaving our website. We are not responsible for these websites in any way, and do not endorse them. You should check their terms and conditions and privacy policy when you visit them. You may not link to this website from another website without our consent in writing.

### **13. Intellectual property rights**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

### **14. Jurisdiction and applicable law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website. These Website Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or form (including non-contractual disputes or claims) will be governed by and construed in accordance with English law.

### **15. Your concerns**

If you have any concerns about material which appears on our website, please contact: Mereway Kitchens, Marketing Department, Redfern Parkway, Tyseley, Birmingham, B11 2BF

### **16. Our right to revise terms of use**

We may revise these Website Terms of Use from time to time by amending this page.

Please check this page regularly to ensure you are familiar with the current version.

Some of the provisions contained in these Website Terms of Use may also be superseded by provisions or notices published elsewhere on our website.