
TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Website and Nichol Associates Limited, the owner(s) of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon the relevant Material being made available to you.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by Users to access Material and / or any communications System on the Website;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
“Licence”	means the terms and conditions governing your use of Material purchased from this Website;
“Material”	means Content that Nichol Associates Limited makes available for purchase by Users subject to the terms of the appropriate Licence;
“Nichol Associates Limited”	means Nichol Associates Limited, 6 Apollo Court, Koppers Way, Monkton Business Park South, Hebburn, Tyne and Wear. NE31 2ES;
“Service”	means collectively any online facilities, tools, services or information that Nichol Associates Limited makes available through the Website either now or in the future;
“Payment Information”	means any details required for the purchase of Material from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Purchase Information”	means collectively any orders, invoices, confirmation emails, receipts or similar that may be in hard copy or electronic form;

“System”	means any online communications infrastructure that Nichol Associates Limited makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Website and is not employed by Nichol Associates Limited and acting in the course of their employment; and
“Website”	means the website that you are currently using www.nicholassociates.co.uk and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. Age Restrictions

- 2.1 The Website as a whole is usable by persons of all ages, however purchases may only be completed by persons over the age of 18 (or 21 in States where this is the legal age of majority) or by persons under that age with the supervision of an adult.
- 2.2 Certain Material available on the Website, where indicated, may be unsuitable for persons under the age of 18 (or 21 in States where this is the legal age of majority).

3. Intellectual Property

- 3.1 Subject to the exceptions in Clause 4 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Nichol Associates Limited, our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 3.2 Subject to Clause 5 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Nichol Associates Limited.

4. Third Party Intellectual Property and Material

- 4.1 Material available for purchase on this Website is always accompanied by the details of its respective author and owner. The Material is the property of the author and owner detailed. Such ownership extends to any free previews of Material that may be available on this Website.
- 4.2 Subject to Clause 5, Purchased Material is to be used only in accordance with the terms of the accompanying Licence. Use without a Licence or beyond the terms of such a Licence is prohibited subject to any alternative agreement between you and the owner of the relevant Material.
- 4.3 Free previews of Material may not be used in works in progress. Such preview Material must be removed from and / or replaced with purchased Material for any versions of works that are released to any parties other than co-authors. Under no circumstances are Material previews or any work

containing them to be commercially exploited.

5. **Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

6. **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Nichol Associates Limited or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

7. **Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site www.nicholassociates.co.uk/home page without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Nichol Associates Limited. To find out more please contact us by email at keithrobertson@nicholassociates.co.uk. Use of Communications Facilities

7.1 When using the enquiry form or any other System on the Website you should do so in accordance with the following rules:

7.1.1 You must not use obscene or vulgar language;

7.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

7.1.3 You must not submit Content that is intended to promote or incite violence;

7.1.4 It is advised that submissions are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;

7.1.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

7.1.6 You must not impersonate other people, particularly employees and representatives of Nichol Associates Limited or our affiliates; and

7.1.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".

7.2 You acknowledge that Nichol Associates Limited reserves the right to monitor any and all communications made to us or using our System.

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7.4 You acknowledge that Nichol Associates Limited may retain copies of any and all communications made to us or using our System.

7.5 You acknowledge that any information you send to us through our System or post on the forums / chat or similar may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right

to reject such terms and associated information.

8. Accounts

8.1 In order to purchase Material on this Website and to use the quote facilities you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Website as we may not require payment information until you wish to make a purchase. By continuing to use this Website you represent and warrant that:

8.1.1 all information you submit is accurate and truthful;

8.1.2 you have permission to submit Payment Information where permission may be required; and

8.1.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

8.2 It is recommended that you do not share your Account details, particularly your username and password. Nichol Associates Limited accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

8.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact Nichol Associates Limited immediately to suspend your Account. Please be aware that due to the instantaneous nature of Material delivery, pending or completed purchases cannot be cancelled.

8.4 When choosing your username you are required to adhere to the terms set out above in Clause 8. Any failure to do so could result in the suspension and/or deletion of your Account.

9. Termination

9.1 Either Nichol Associates Limited or you may terminate your Account. If Nichol Associates Limited terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.

9.2 If Nichol Associates Limited terminates your Account, you do retain the right to use the Material purchased from us.

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9.4 Nichol Associates Limited reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and granting access to Material.

10. Material, Pricing and Availability

10.1 Whilst every effort has been made to ensure that all graphical representations and / or descriptions of Material available from Nichol Associates Limited correspond to the actual Material, Nichol Associates Limited is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Material, not different Material altogether. Please refer to Clause 12 for incorrect or faulty Material.

- 10.2 Where appropriate, you may be required to select the required [size] [quality] [format] [number] [other features] of the Material that you are purchasing.
- 10.3 Nichol Associates Limited does not represent or warrant that such Material will be available. Material may be temporarily unavailable due to problems with the Service, maintenance or similar. Alternatively, Material that is no longer available may remain referenced on the Website for a short time before removal.
- 10.4 All pricing information on the Website is correct at the time of going online. Nichol Associates Limited reserves the right to change prices and alter or remove any special offers from time to time and as necessary.
- 10.5 In the event that prices are changed during the period between an order being placed for Material and Nichol Associates Limited processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price;
- 10.6 All prices on the Website do not include VAT. Nichol Associates Limited's VAT number is 869 7041 82.

11. Refunds Policy

12. **Nichol Associates Limited aims to always provide high quality Material that is fault free. On occasion however, Material may contain faults. Refunds are governed by these Terms and Conditions:**

- 12.1 These Terms and Conditions cover only faults that impair the use of the Material. This includes, but is not limited to, data corruption.
- 12.2 These Terms and Conditions do not cover use difficulties arising out of issues such as file incompatibility or minor mistakes in the Material itself such as spelling errors or graphical faults that do not result from data corruption.
- 12.3 If Material contains faults on download, you should inform Nichol Associates Limited immediately and must inform us within 24 hours of the download in order to receive a refund equal to the purchase price of the relevant Material. Any notification received outside of this time period is at the exclusive discretion of Nichol Associates Limited's management.
- 12.4 If you change your mind and decide that you no longer require the Material you have purchased, refunds will be available at the exclusive discretion of Nichol Associates Limited's management.
- 12.5 In the event that the incorrect Material is downloaded due to an error on the part of Nichol Associates Limited, you should inform us immediately and must inform us within 24 hours of the download in order to receive a refund equal to the purchase price of the relevant Material. Any notification received outside of this time period is at the exclusive discretion of Nichol Associates Limited's management.
- 12.6 Where any refund is issued, you are required to delete and / or destroy any copies of the Material, electronic or otherwise. Any other works into which the Material has been integrated must have the Material removed from them or, where this is not possible, be deleted and / or destroyed themselves. Failure to do so will result in you being in breach of the Licence under which you purchased the Material.
- 12.7 If you wish to request a refund for any of the above reasons, please contact us using the details on www.nicholassociates.co.uk to make the appropriate arrangements.

13. Disclaimers

- 13.1 Subject to the Terms and Conditions above, 10.3 Nichol Associates Limited makes no warranty or representation that the Website or the Material available for purchase will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
- 13.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 13.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.
- 13.4 Whilst 10.3 Nichol Associates Limited uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

14. Changes to the Service and these Terms and Conditions

Nichol Associates Limited reserves the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If Nichol Associates Limited is required to make any changes to Terms and Conditions relating to sale of goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

15. Availability of the Website

- 15.1 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 15.2 Nichol Associates Limited accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

16. Limitation of Liability

- 16.1 To the maximum extent permitted by law, Nichol Associates Limited accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.
- 16.2 Whilst every effort is made to keep viruses and similar malicious software or code out of Content, Material, Systems and Services provided by Nichol Associates Limited, Nichol Associates Limited accepts no liability for any damage done by such elements. Users bear the responsibility of ensuring adequate virus protection for their own systems and are advised to make regular and frequent back-ups.

- 16.3 Nothing in these Terms and Conditions excludes or restricts Nichol Associates Limited's liability for death or personal injury resulting from any negligence or fraud on the part of Nichol Associates Limited.
- 16.4 Nothing in these Terms and Conditions excludes or restricts Nichol Associates Limited liability for any direct or indirect loss or damage arising out of the incorrect delivery of Material or out of reliance on incorrect information included on the Website.
- 16.5 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

17. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

18. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

19. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Nichol Associates Limited.

20. Communications

20.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to keithrobertson@nicholassociates.co.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

20.2 Nichol Associates Limited may from time to time send you information about our products and/or services. If you do not wish to receive such information, please contact Keith Robertson at keithrobertson@nicholassociates.co.uk.

21. Law and Jurisdiction

These Terms and Conditions and the relationship between you and Nichol Associates Limited shall be governed by and construed in accordance with the Law of England and Wales and Nichol Associates Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.