

Robust Details Limited

TERMS AND CONDITIONS FOR WEBSITE MEMBERSHIP AND USE

1. INTRODUCTION AND SCOPE

- 1.1 This website at www.robustdetails.com (the '**Site**') is owned and operated by Robust Details Limited ('**RDL**'), which is a private limited liability company incorporated under English law (company number 04980223) and the address of whose registered office and place of business is Unit 14, Shenley Pavilions, Chalkdell Drive, Shenley Wood, Milton Keynes, MK5 6LB.
- 1.2 The term '**Member**' refers to an individual or business that has registered his/her/its details to become a member of the Site.
- 1.3 The terms and conditions set out in this document (the '**Terms**') apply to all users (whether Members or otherwise) of the Site. References to '**you**', '**your**' and '**User**' are to any said user, and references to '**we**', '**us**' and '**our**' are to RDL.
- 1.4 The Terms are in addition to our **Privacy Policy** which you should also read before, using the Site (whether as a Member or otherwise). By using the Site, you are deemed to have agreed to both documents.
- 1.5 Members are able to make online purchases via the Site. Such purchases are also covered by our **Terms and Conditions for Online Sales** which you should also read before deciding whether to purchase a product via the Site.

IMPORTANT NOTICE

By registering as a Member or otherwise using the Site you are deemed to have read and accepted the Terms. We reserve the right to change the Terms, our Privacy Policy and/or any content on the Site without notice. You should visit this page regularly to review any updates to the Terms because they govern the terms of your Membership.

2. DATA PROTECTION

- 2.1 We are required by the Data Protection Act 2018 and EU General Data Protection Regulation ("**data protection legislation**") to follow strict procedures to protect customer information. We have a current registration (number Z8604214) in the Data Protection Register that is maintained under **data protection legislation**. For further details about **data protection legislation** see the Information Commissioner's website (www.ico.org.uk).
- 2.2 Our use of personal information supplied by you when you use this Site is governed by our **Privacy Policy** which can be found on the Site, and which you should read.

3. USE OF MATERIAL

3.1 All copyright, trade marks (including the trademarks **robustdetails**[®], **Robust Details**[™] and **RDL**[™]) and all other intellectual property rights throughout the world in or relating to the Site are and shall remain our property or, where applicable, are reproduced by us with the permission of the rights-owner. All such rights are strictly reserved.

3.2 You may browse the contents, use any facilities, print off one copy of, and download extracts from, any page(s) from our Site for your personal reference, and you may draw the attention of others within your organisation to material posted on our Site, provided that our status (and that of any identified contributors) as the authors of material on the Site is acknowledged. But you may not without our prior written permission:

- alter the paper or digital copies of any materials you have printed off or downloaded in any way;
- use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;
- remove any copyright or trade mark notices from any such material; or
- modify, reproduce, display, distribute, sell or use any such material for any commercial or business purpose.

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

4. ACCESSING THE SITE

4.1 Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service provided on it without notice.

4.2 You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of the Terms, and that they comply with them.

4.3 We aim to update the Site periodically, and we may change its content at any time. If the need arises, we may suspend access to the Site, or close it indefinitely. Any of the material on the Site may be out-of-date at any given time, and we are under no obligation to update such material.

5. SITE SECURITY

5.1 You may not use the Site in any way other than as specifically authorised by us, and you must not misuse or interfere with the Site, host or network and/or that of any User in any way by (for example):

- gaining unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site;
- overloading the Site;
- sending unsolicited postings to the Site;
- attacking the Site via a denial-of-service attack or a distributed denial-of-service attack;
- knowingly introducing viruses, Trojans, worms, logic bombs, or other material which is malicious or technologically harmful; or
- using or attempting to use any device that will access data or accounts, or decipher, disassemble or re-engineer any of the software used by the Site, other than acknowledged third party web browsers (such as Microsoft Explorer and Netscape Navigator).

5.2 Any breach of any of the above prohibitions will be a serious breach of the Terms that will entitle us immediately to terminate your access to the Site and your Membership, and may constitute a criminal offence under the Computer Misuse Act 1990. We may report any such offence to the relevant law enforcement authorities, in which case 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 Site will cease immediately.

5.3 It is your responsibility to use suitable anti-virus software on any material that you may download/upload from or to the Site and to ensure the compatibility of such software with your equipment.

6. USER REGISTRATION, INFORMATION AND PASSWORDS

6.1 You do not have to register as a Member of the Site to access the non-Member information and material held on the Site, but you may find added benefits in doing so.

- 6.2 To register with us so that you may access the members area, you will be asked to supply certain information including a valid e-mail address. You must provide us with accurate and complete registration information. Each registration entitles a single User only (or, if registering on behalf of a business, one User authorised to do so by and for the purposes of that business, unless otherwise specified by us) to use the Site. Use of information that we obtain from your registration is governed by our **Privacy Policy**. It is your responsibility to inform us as soon as practicable of any changes to information that you have submitted to the Site which renders it inaccurate or misleading, and further details of how to do this are set out in our **Privacy Policy**.
- 6.3 You agree to inform us, by email to customerservice@robustdetails.com, as soon as you discover any actual or potential unauthorised use of your account.
- 6.4 We reserve the right to disable your access to the Site at any time, if in our opinion you have failed to comply with any Term.
- 6.5 Where we discover misuse or abuse of a Membership, we reserve the right to suspend it whilst investigations are made. It may then be reinstated or withdrawn at our discretion.

7. **LIMITATION OF LIABILITY**

- 7.1 This section sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of your Membership any breach of any Term by us, any use made by you of the Site, and any representation, statement or tortuous act or omission (including negligence and breach of statutory duty) arising under or in connection with any Term.
- 7.2 Notwithstanding anything to the contrary in the Terms, no Term limits or excludes our liability for death or personal injury caused by our negligence or that of any of our employees, agents or sub-contractors as applicable, or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us, or for any other matter to the extent that it cannot be limited or excluded by applicable law.
- 7.3 You agree and acknowledge that, to the fullest extent permitted by applicable law, we provide the Site only on an 'as is', 'with all faults' basis, and that (subject to paragraph 7.2 above) all warranties, representations, guarantees, conditions and other terms, whether implied by legislation or common law, are, to the fullest extent permitted by law, disclaimed and excluded by us from the Terms, including (without prejudice to the generality of the foregoing) any implied warranty as to satisfactory quality, fitness for purpose or availability.
- 7.4 Subject to paragraph 7.2 above, we expressly exclude liability to you for any loss or damage (whether direct or indirect, and whether or not foreseeable) that is or can be characterised as a claim for (or arising from):
- 7.4.1 loss of revenue or profits;
- 7.4.2 loss of business opportunity or loss of contracts;

7.4.3 loss of goodwill or injury to reputation;

7.4.4 direct, indirect, consequential or special loss or damage; or

7.4.5 anticipated savings.

7.5 We shall have no liability to you under the Terms to the extent that we are prevented from or delayed in performing any obligation hereunder due to any act, event, omission or accident beyond our reasonable control.

8. LINKS FROM THE SITE

The Site may contain links to other websites that we believe will or may be of interest to you. You acknowledge that we are not responsible for and have no control over the content or material of such websites, the operators of which do not necessarily have any association with us.

9. LINKS TO THE SITE

9.1 You may link to the home page of the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.

9.2 You must not establish a link to the Site from any website that is not owned by you.

9.3 The Site must not be framed by you on any other website, nor may you create a link to any part of the Site other than the home page. We reserve the right to withdraw linking permission without notice.

10. VARIATIONS

We may revise the Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in the Terms may also be superseded by provisions or notices published elsewhere on the Site.

11. NOTICES

11.1 Any notice to be given under the Terms by us to you or vice versa shall be in the form of an email and shall be deemed to be served:

in the case of us communicating with you, twelve hours after we send an e-mail to the e-mail address specified by you during registration or to any changed e-mail address subsequently notified to us; and

in the case of you communicating with us, twelve hours after an email is sent by you to customerservice@robustdetails.com

11.2 Applicable laws require that some of the information or communications that we send to you should be in writing. When using the Site, you accept that communication with us will be mainly electronic. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. LAW AND JURISDICTION

The Terms shall be governed by and construed in accordance with the laws of England and Wales, and you and we irrevocably agree that any dispute or claim that arises in connection with them shall be submitted to the exclusive jurisdiction of the courts of England and Wales, save that we retain the right to bring proceedings against you for breach of any Term in your country of residence or any other relevant country.

13. PRIVACY POLICY

We process information about you in accordance with our **Privacy Policy**. By using the Site, you consent to such processing and you warrant that all data provided by you to us are accurate.

14. ONLINE SALES

Contracts for the supply of goods formed through the Site are governed by **Terms and Conditions for Online Sales**.

15. CONTACT DETAILS

If you have any questions or concerns regarding the Terms, please contact us by emailing customerservice@robustdetails.com, or by writing to us marked for the attention of Customer Service at:

Robust Details Limited
Unit 14, Shenley Pavilions,
Chalkdell Drive,
Shenley Wood,
Milton Keynes,
MK5 6LB

Further contact details are given on the Site.

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