

# Terms and Conditions

## General Terms & Conditions

### 1. Acceptance of this Agreement

1.1 By accessing this Website and continuing to access it, you agree to be bound by the Conditions as set out in this agreement. Please ensure that you read the terms and conditions and that you understand them.

1.2 Only once you have accepted these Conditions are you permitted to receive any of the Services as defined below or continue to use the Website.

1.3 If you do not accept these Conditions then you are not entitled to receive Services on offer on this Website and you should discontinue any use you are making of the Website immediately.

1.4 The agreement between us, following your acceptance of its terms as set out in this Condition, comprises:

(a) these General Terms & Conditions;(b) the Advertiser or User Conditions, as appropriate; and(c) the Website User Agreement comprising the;

(i) Acceptable Use Policy;(ii) Disclaimer;(iii) Privacy Policy; and(iv) Content Removal Policy.

all of which documents and any schedules or appendices to or of them are incorporated into and form part of this Agreement (as defined below).

### 2. Definitions

"Advertiser" means a person or business advertising goods or services to consumers or other businesses via the Website or otherwise purchasing exposure or space for the benefit of its business through or via the Website;

"Agreement" means this Agreement between you and us for the provision of Services incorporating the documentation referred to in Condition 1.4;

"Conditions" means the Conditions for the provision of Services set out in this agreement and any special Conditions agreed in writing between us;

"Consumer" where relevant, shall have the meaning ascribed to it in section 12 of the Unfair Contract Terms Act 1977;

"Services" means the provision by us of the Website together with any services made available to you on the Website which you are, subject to this Agreement, free to purchase from us on the applicable terms;

"we" or "us" means FindItIn, including FindItInBirmingham, Birmingham 2022 Business Portal, FindItInWorcestershire, FindItInCW and FindItInTheBlackCountry.

"User" means individual users of the Website whether businesses or consumers;

“Website” or “site” means <https://www.finditinbirmingham.com>, <https://commonwealthgames.finditinbirmingham.co.uk>, <https://www.finditinworcestershire.com>, <https://www.finditincw.co.uk>, <https://www.finditintheblackcountry.co.uk> and all associated or derivative sites owned or controlled by us; and

“you” means the Advertiser or User who has accessed our Website and who wishes to benefit from the Services on the terms of the Agreement.

2.1 These Conditions shall apply to all contracts for the provision of Services by us to you and use of the site and shall prevail over any other documentation or communication proffered or relied on by you.

2.2 Any variation to these Conditions (including any special Conditions agreed between the parties) shall be inapplicable unless agreed in writing by us.

2.3 Any complaints should be addressed to our address stated in the definitions.

2.4 Any special conditions applying to the provision of the Services will be separately agreed with you and recorded in a discrete document.

2.5 In this Agreement, the singular includes the plural, and vice versa, one gender refers to all genders and headings shall not be used to interpret the Conditions to which they relate.

### **3. The Services**

3.1 We shall perform the Services (more particularly described later in this document or on the Website) with reasonable skill and care.

3.2 However, where applicable and in accordance with the Disclaimer, we do not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

3.3 We may have to suspend the Services for repair, maintenance or improvement. If so, we will restore them as quickly as is reasonably possible.

3.4 Your accessing of the Services is entirely at your own risk and while we take reasonable precautions against viruses and other computer-related problems, we cannot be liable for any loss you incur should your use of or connection to the Website result in any loss or corruption or other damage to your data, software or hardware.

3.5 Nothing in these Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our agents or employees nor for fraudulent misrepresentation.

3.6 It is a condition of signing up for the Services that you agree to the collection of personal data. We will only store or process your personal data when necessary for the performance of this agreement with you and when we have another legitimate and justifiable interest in processing your personal data, such as an interest in marketing your services or our services to visitors to our website or an interest in developing our website or our products and/or services.

3.7 The data we collect in accordance with the above is deleted when the purposes of the processing have been completed.

3.6 Nothing in this Agreement shall affect or derogate from your statutory rights.

#### **4. Intellectual Property**

4.1 The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws.

4.2 None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

4.3 We do not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Website (to including using anything you post by way of comment on any Interactive Service such as a notice board or forum as a testimonial or for other publicity purposes even after you have ceased to display such Content). The licence shall be terminated when such Content is deleted from the Website.

4.4 You agree to indemnify and hold us and our employees and agents harmless from and against any breach by you of this Agreement and any claim or demand brought against us by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted on the Website, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by us in consequence of your breach of this Agreement

#### **5. Force Majeure**

Neither party shall be liable for any failure or delay in performance of its obligations under this agreement which is caused by circumstances beyond the reasonable control of that party.

#### **6. Survival of Rights**

Termination of this agreement shall not affect any rights of the parties accrued up to the date of termination.

#### **7. Entire agreement**

This agreement contains the entire agreement between the parties in respect of (subject matter of agreement) and supersedes any prior written or oral agreement between them relating to it and the parties confirm that they have not entered into this agreement on the basis of any representations that are not expressly incorporated in this agreement. However, nothing in this agreement purports to exclude liability for any fraudulent statement or act.

#### **8. Variation**

This agreement may be amended, modified, varied or supplemented by us at any time subject to us informing you in writing of any changes we believe may be relevant to your Contract.

#### **9. No Assignment, Transfer or Sub-contracting**

This agreement and all rights under it is personal to the parties and may not be assigned or transferred by you but we will be free to sub-contract the whole or part of our obligations under this agreement should we see fit to do so.

#### **10. No Inducement**

Each of the parties acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

#### **11. Further Assurance**

Each party to this Agreement shall at the request and expense of the other execute and do any deeds and things reasonably necessary to carry out the provisions of this agreement or any ancillary arrangements to which the parties are contracted.

#### **12. No Waiver**

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

#### **13. Severability of Provisions**

If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

#### **14. Remedies Cumulative**

The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

#### **15. Joint and Several Liability**

Where you comprise more than one person your obligations and liabilities under this agreement shall be joint and several.

#### **16. No partnership, agency or employment**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly

provided for in this Agreement and neither party shall be or be deemed to be the employee or employer of the other party. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf or to pledge its credit.

#### **17 Warranty of Authority and Freedom to Contract**

Each party warrants, agrees and undertakes with the other that:

17.1 it is free to enter into this agreement and grant the other party the rights granted under it and is not under any disability, restriction or prohibition which might prevent the warranting from performing or observing any of its obligations under this agreement.

17.2 it has not entered into and shall not enter into any arrangement which may conflict with this agreement.

17.3 all third party liabilities shall be the sole responsibility of the warranting party and the other party shall not incur any liability for them.

#### **18. VAT**

All sums payable under this agreement are exclusive of VAT which shall where applicable be paid in addition at the rate in force at the due time for payment subject to the provision of a proper VAT invoice.

#### **19. Interest on Late Payments**

Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the statutory rate in force from time to time and shall accrue at such a rate after as well as before any judgment.

#### **20. Time of the Essence**

Time shall be of the essence of this agreement as regards any time, date or period mentioned in this agreement or subsequently substituted as a time, date or period by agreement in writing between the parties.

#### **21. No Deduction, Set-Off or Counterclaim**

All sums under this agreement shall be paid by any party without any discount, deduction, set-off or counterclaim whatsoever.

#### **22. Confidentiality and Publicity**

Subject to our obligations under the Freedom of Information Act 2000, neither party will make any press or other public announcements concerning any aspect of this agreement, or make any use of the name of the other party in connection with or in consequence of this agreement, without the prior written consent of the other party.

#### **23. Service of Notices**

23.1 Any notice required or authorised to be given by either party under this agreement to the other party shall be in writing and shall be sent by pre-paid registered or recorded delivery post, electronic mail or facsimile transmission (but not SMS) to the other party at the address stated in this agreement or such other address as may be specified by the parties by notice to the other from time to time.

23.2 Any such notice shall operate and be deemed to have been served at the expiration of 2 days after it is posted or on the next working day if transmitted by telex, electronic mail or facsimile (subject to production of a transmission report or other electronic record proving successful transmission).

## **24. Law and Jurisdiction**

This agreement and any claims or disputes arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## **ADVERTISER CONDITIONS**

### **1. ORDERING**

1.1 All orders for Services shall be deemed to be an offer by you to purchase Services pursuant to these Conditions and are subject to acceptance by us. We may choose not to accept an order for any reason.

1.2 When making an order through the Website, the specific technical steps you need to take to complete the order process are described in the Advertiser area of the Website

### **2. PRICE AND PAYMENT**

2.1 The prices of the various Services shall be that stipulated on the Website and the total purchase price, including VAT, for the type and amount of Services you order will be displayed to you in the Advertiser area.

2.3 After the order is received we shall confirm by email the details, description and price for the Services.

2.4 We may establish payment methods which will allow you to pay for the Services through the Website and via a secure payment mechanism. If you choose to use this method of payment, you must abide by the terms we set out within it. If you prefer to pay traditionally for the Services you order, payment must be made within 14 days of invoice date (which we will raise following your order) without deduction, set-off or counterclaim.

2.5 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and we will be entitled immediately to cease or suspend the provision of the relevant Service until payment has been received.

### **3. OUR RIGHTS**

3.1 We reserve the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. We shall make every effort to ensure prices are correct at the point at which you place an order.

3.2 We reserve the right to withdraw all or any of the Services from the Website at any time.

3.3 We shall not be liable to anyone for withdrawing the Services from the Website or for refusing to process an order.

#### **4. CANCELLATION**

4.1 Where we provide a Service for you in your legal capacity as a consumer, you have a right to cancel an order for the Services without charge by giving us a notice in writing (including e-mail) at any time within 7 working days from the date of your order.

4.2 Where we provide a Service to you as a business, if we start to perform our side of this Agreement with your agreement before you exercise this right to cancel, the right to cancel is lost.

4.3 Once content has been published to the Website you will be liable in full for all fees and cancellation of an order can only be accepted providing content has not already been published and at our sole discretion.

#### **5. DISCLAIMER AND LIMITATION OF LIABILITY**

5.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

5.2 We give no warranty that the Website/Services will meet your requirements, that the Content will be accurate or reliable, that, in accordance with the general Disclaimer, the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else that may be harmful or destructive.

5.3 Except as may be implied by law where you are dealing as a Consumer, in the event of any breach of these Conditions by us, your remedies shall be limited to damages which shall in no circumstances exceed the price of the Services in question and we shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever (including loss of opportunity, contract, bargain or loss of profit (normal or exceptional) or continued expenses or payments to temporary staff (on contract or from agencies or however) used to fill vacancies for which you have advertised with us).

5.4 Nothing in these Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our agents or employees nor for fraudulent misrepresentation.

5.5 Nothing in this Agreement shall affect your statutory rights as a Consumer.

#### **6. YOUR CONTENT**

6.1 In using the Services, you will electronically submit your advertisements or other appropriate information in common with our other advertiser clients ("Content") to the Website via the Website's online Advertiser's area for Users to view Content, should they wish to do so.

6.2 Your Content will be automatically published by our systems (and without the assistance of any of our personnel) to the Website and we also offer you the facility to edit your advertisements already on the Website via the Advertiser area.

6.3 Your Content shall remain posted on the Website for such period of time as you decide. We however may remove the Content in accordance with the Contents Removal Policy in force from time-to-time.

6.4 You remain at all times completely and irrevocably responsible for all Content submitted electronically by you or representatives of you to the Website. We will not be liable or responsible for checking the Content to ensure it is correct, accurate, complete or that it does not contain any errors.

6.5 You will ensure that your Content complies with all applicable legislation, regulations, codes and guidelines applicable to such Content being advertised on the Website and the Website User Agreement.

## **7. CONTENT MANAGEMENT GENERALLY**

7.1 We offer you the opportunity to search the online database of Users stored on the Website. This is done by way of a direct database search using search tools on the Website or by way of automatic matching by the Website of Content.

7.2 On the Website you will be offered automatic links to other sites. We do not accept any responsibility for or liability in respect of the content of those sites, the owners of which do not necessarily have any connection, commercial or otherwise, with us. Using automatic links to gain access to such sites is entirely at your own risk.

7.3 We will not be liable for any errors, emissions or mistakes during the electronic processing of Content to the Website. You will be responsible for keeping your Content up to date and accurate using the employer area on the Website.

7.4 You warrant that you have, or will procure prior to submitting Content on to the Website, all necessary consents, permissions, releases and licences to provide the Content to the Website and to deal with it as described in this Agreement.

7.5 You will notify us of any and all complaints within 48 hours of such complaint being received.

7.6 We do not guarantee or promise that the advertisements placed on the Website will lead to a successful advertising campaign for you.

7.7 We will charge fees to you for the Services at rates published from time to time on the Website or as specifically quoted in writing by us. We reserve the right to amend fees and pricing without prior notice to you.

7.8 Notwithstanding any other provision of this Agreement, you will fully indemnify us from and against all claims, demands, actions, losses and damages, costs, charges, fines and expenses (including but not limited to reasonable costs and disbursements on a solicitor and client basis) arising from or incurred due to any infringement or alleged infringement of any third party intellectual property rights (particularly copyright, trade or business names, or trade marks) or for passing off allegations or actions caused by our use (pursuant to this Agreement) of the Content provided by you or you providing



any Content which gives rise to any liability or expense which we suffer howsoever.

7.9 We may immediately delete, suspend, or refuse to accept any Content in accordance with the Acceptable Use Policy or the Contents Removal Policy and may change your Content's position on the Website without prior notice to you.

7.10 You must not under any circumstances seek to undermine the security of the Website nor seek to access, alter or delete any information to which we do not have authorised access, seek to overload the system via spamming or flooding, take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of this Website or attempt to decipher, disassemble or modify any of the software, coding or information comprised in the Website.

7.11 You are responsible for ensuring that all information, data and files are free of viruses or other routines or engines that may damage or interfere with any system or data prior to being submitted to the Website.

## **8. USER ACCOUNT, PASSWORD AND SECURITY**

8.1 If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with the Services.

8.2 You are responsible for maintaining the confidentiality of the username and password and also for all activities that take place under your account.

8.3 You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security.

8.4 In no event will we be liable for any loss or damage whatsoever, whether direct, indirect or consequential resulting from the disclosure of your username and/or password before you inform us of any suspicion or evidence you have that your username and/or password may have been compromised and used by a party other than you.

8.5 You may not use another person's account at any time, without the express permission of the account holder who, as above, remains liable for everything that then occurs on the Website or the system generally which originates in or passes through your account.

## **USER CONDITIONS**

### **1. THE SERVICES**

1.1 The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities, or a registration form which will allow others the ability to search on Content which you have provided and additional services available from time to time ("the Services").

1.2 Unless otherwise stated when registering your details and uploading your Content to the Website,

your details will be made available to others subject always to our Privacy Policy.

1.3 Unless otherwise stated the Services are for your personal and non-commercial use only and you may not assign or transfer the benefit of this Agreement to any other person or party or use the Services for any purpose other than for which they are made available by you.

1.4 The services we provide via our Website are based on advertising and providing a forum for Advertisers and Users to make contact.

## **2. CHILD SUPERVISION**

2.1 Ordinarily, we expect our users, both Advertisers and Users, to be adults. However, we acknowledge that the nature of internet services is that they may be accessed by minors without any ability on our part to prevent such access.

2.2 We are concerned about the safety and privacy of its users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use.

2.3 By allowing their child access to the Services, parents are allowing them access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities.

2.4 It is therefore the parents' responsibility to determine which Services are appropriate for their child and to instruct their child to always use caution when revealing personally identifiable information about themselves via any of the Services.

## **3. USER ACCOUNT, PASSWORD AND SECURITY**

3.1 If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with the Services.

3.2 You are responsible for maintaining the confidentiality of the username and password and also for all activities that take place under your account.

3.3 You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security.

3.4 In no event will we be liable for any loss or damage whatsoever, whether direct, indirect or consequential resulting from the disclosure of your username and/or password before you inform us of any suspicion or evidence you have that your username and/or password may have been compromised and used by a party other than you.

3.5 You may not use another person's account at any time, without the express permission of the account holder who, as above, remains liable for everything that then occurs on the Website or the system generally which originates in or passes through your account.

## **4. ACCEPTABLE USE**

4.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images,

sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated.

4.2 We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent.

4.3 We will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

4.4 Notwithstanding the application to you of the Website User Agreement, which contains the Acceptable Use Policy, in using the Website/Services you agree not to:

4.4.1 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

4.4.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;

4.4.3 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

4.4.4 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

4.4.5 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

4.4.6 make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;

4.4.7 collect or store personal information about others, including email addresses;

4.4.8 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

4.4.9 impersonate any person or entity for the purpose of misleading others;

4.4.10 violate any applicable laws or regulations;

4.4.11 use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;

4.4.12 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);

4.4.13 attempt to gain unauthorised access to any of the Services, other accounts, computer systems or

networks connected to the Website/Services through hacking, password mining or any other means.

4.5 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Conditions or is otherwise objectionable in accordance with the Content Removal Policy.

## **5. TERMINATION**

5.1 We may terminate your access to any or all of the Services at any time, without notice, for breach of these Conditions.

5.2 We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

5.3 Should we terminate your access or discontinue the Website/Services, as set out above, we shall reimburse you pro rata for advance payments made by you subject to retention by us in full of any fixed fee element of the provision.

## **6. LINKS TO OTHER WEBSITES**

6.1 The Website may include links to other websites that are controlled and maintained by us. This Agreement shall apply to your use of or access to any other website controlled by us however you find your way to that website, for example via another of our websites, by search engine or via links from other third party websites.

6.2 The Website may also include links to third party websites not controlled by us. In particular, these may be of our client advertisers or other parties where we have permitted a link to be made.

6.3 Any link to such third party websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites and that you access them entirely at your own risk.

## **7. INTERNATIONAL USE**

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

## **8. LAWFUL PROCESSING OF PERSONAL DATA**

8.1 We collect information relating to the way you use our Services, such as the type of content, activities and tasks you create, view, or with which you interact, schedule planning and other interventions, analysis of the time used per activity, task or label, features you use, actions you perform, people with whom or accounts with which you interact, and the time, frequency and duration of your activities performed.. We also collect information regarding the way you use the features of our database and website.

8.2 We also receive and analyse content, communications and information other people provide when using our Services. This could include information concerning you, for instance when others share,

duplicate or comment a picture, an activity, or a task created or modified by you, or send you a message or assign you to a task.

## **9. DISCLAIMERS AND LIMITATION OF LIABILITY**

9.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

9.2 To the extent permitted by law, we will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits (usual or exceptional)) arising out of or in connection with your use of the Website/Services.

9.3 We give no warranty that the Website/Services will meet your requirements, that the Content will be accurate or reliable, that, in accordance with the general Disclaimer, the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else that may be harmful or destructive.

9.4 Nothing in these Conditions shall be construed so as to exclude or limit our liability for death or personal injury as a result of our negligence or that of our employees or agents or for fraudulent misrepresentation.

9.5 Nothing in these Conditions shall affect your statutory rights.