

Terms and Conditions

1 Introduction

1.1 These terms and conditions are the basis of the agreement between Trade Sheffield and you for the use of the Trade Sheffield website, www.tradesheffield.co.uk, the "Website".

1.2 The Website is intended as a forum to facilitate the referral of business between companies located in and around Sheffield, South Yorkshire.

1.3 These terms and conditions govern your use of the Website. Use of the Website constitutes agreement with the following terms and conditions. These terms and conditions are governed by and interpreted in line with English law. Any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

1.4 If you disagree with these terms and conditions you must stop using the Website.

2 Licence to use the Website

2.1 Trade Sheffield, or our licensors, own the copyright and all other intellectual property rights associated with the website and content unless we state otherwise. Subject to this licence all these intellectual property rights are reserved.

2.2 Throughout the Website, trademarked names of other business and commercial entities are displayed. These names are used in an editorial context with no intention of infringement of that trademark. They are displayed on this website with the consent of the owners of the trademark by virtue of their membership with this website. Trademarked names, as always, remain the property of their respective companies and owners.

2.3 You may view, download, and print pages from the Website for your own personal use, subject to the restrictions set out below and in these terms and conditions.

You must not:

- (a) republish material from the Website (including republication on another website);
- (b) sell, rent or sub-license material from the Website;
- (c) show any material from the Website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our Website for a commercial purpose;
- (e) edit or otherwise modify any material on the Website; or
- (f) redistribute material from this website except for content specifically and expressly made available for redistribution such as our newsletter or news items. Where

content is specifically made available for redistribution, it may only be redistributed within your organisation.

3 Content Posted on the Site and Prohibited Content

3.1 The information that you supply to Trade Sheffield and post on the Website must be accurate and conform to reality.

3.2 Any material that you transmit or post to Trade Sheffield or the Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our designees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

3.3 Trade Sheffield may review and delete any content, messages, photos, profiles or any other content that in our reasonable judgment breaches these terms and conditions or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of members.

3.4 You are solely responsible for the content that you publish, submit, post or display on the Website, or transmit to other members via the Website. The user warrants that any information they post on the Website is accurate, not in breach of these terms and conditions and is not harmful or offensive to any person in any way.

3.5 Trade Sheffield reserves the right to suspend or terminate your membership in the event that you breach these conditions concerning inappropriate content.

4 Acceptable use

4.1 You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.2 You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger or other malicious computer software.

4.3 You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without our express written consent.

5 Limitations of liability

5.1 Trade Sheffield will take reasonable steps to ensure that the information on the Website, excluding content posted by members, is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains

available or that the material on the website is kept up-to-date.

5.2 We make every effort to minimise disruption caused by technical errors. However, some data or information on our site may have been created or structured in files or formats, which are not error-free, and we cannot guarantee that our service will not be interrupted or otherwise affected by such problems. We accept no responsibility with regards to such problems (failure of performance, computer virus, communication line failure, alternation of content, etc.) incurred as a result of using this site or any link to external sites.

5.3 To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to the Website and the use of the Website including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill.

5.4 By accessing this site you agree that we will not be liable to you or any third party for any errors or delays in the site or for any actions taken in reliance on it. You also agree that, to the full extent allowed by applicable law, we will not be liable for any direct, indirect or consequential loss or any losses that were actually foreseeable by us arising from the access or use of the site or from your access or use of other material on the internet via web links for this site.

5.5 In addition and without prejudice to any clauses within these terms and conditions Trade Sheffield will not be liable to you or any other third party in respect of any losses arising from any contracts or agreements made between members of the Website for the provision or sale of any goods or services.

5.6 Nothing in these terms and conditions (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

6 Indemnity

6.1 You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

7 Changes

7.1 We are continually seeking to update and improve the site. Therefore, we may make changes to any part of the site and these conditions and you will be bound by changes to these conditions from the time you next access the site. Please check this page regularly to ensure you are familiar with the current version.

7.2 Changes to these terms and conditions of use of the Website may include the introduction of a membership fee payable for the use of the site. In these circumstances Trade Sheffield will notify you of this change through your email address by giving 14 days notice.

8 Assignment

8.1 Trade Sheffield may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

8.2 You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

9 Severability

9.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

10 Exclusion of third party rights

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

11 Entire agreement

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

12 Our details

The full name of our company is TradeSheffield

Our registered address is *557 Ecclesall Road, Sheffield S11 8PR.*

You can contact us by email to info@tradesheffield.co.uk