

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.**

**What's in these terms?**

These terms tell you the rules for using our website [www.harleyhaddow.com](http://www.harleyhaddow.com) (**our site**).

**Who we are and how to contact us**

[www.harleyhaddow.com](http://www.harleyhaddow.com) is a site owned and operated by the Harley Haddow Ltd ("**We**").

Details (including place of registration, registered number, VAT number and registered office) of Harley Haddow Ltd can be found here;

**Company:** Harley Haddow Limited

**Registered office:** 124-125 Princes Street, Edinburgh, EH2 4AD

**Place of registration:** Scotland

**Company number:** SC458611

**VAT number:** 239 5219 91

The main trading address of the Harley Haddow Ltd is 124-125 Princes Street, Edinburgh, UK, EH2 4AD.

We are members of The Association for Consultancy and Engineering, <https://www.acenet.co.uk> Association for Consultancy and Engineering (ACE), Alliance House, 12 Caxton Street, London, SW1H 0QL.

Our directors and employees are members of various professional regulatory bodies:-

**IStructE** <https://www.istructe.org/> International HQ, 47-58 Bastwick Street, London, EC1V 3PS

**ICE** <https://www.ice.org.uk/> 1 Great George Street, Westminster, London SW1P 3AA

**CIBSE** <https://www.cibse.org/> 222 Balham High Road, London SW12 9BS

**SER** <https://www.ser-ltd.com/ser-scotland> 47-58 Bastwick Street, London EC1V 3PS

**Stroma** <https://www.stroma.com/> 4 Pioneer Way, Castleford, West Yorkshire, WF10 5QU

**IET** <https://www.theiet.org/> Michael Faraday House, Six Hills Way, Stevenage SG1 2AY

Harley Haddow Ltd is a limited company.

To contact us, please email: [enquiries@harleyhaddow.com](mailto:enquiries@harleyhaddow.com) or telephone us on 0131 226 3331.

We are committed to delivering services of the very highest quality and in an effective and professional manner to our clients. We value any feedback that you may have as we wish to ensure that our services meet or exceed your expectations. We wish to ensure that any issues or

complaints that you may have are dealt and addressed in an appropriate, prompt and fair manner. In the first instance, please speak directly to the individual who is responsible for the work we undertake for you. If, after discussion, you continue to have concerns, please contact the Director in charge of the department who are undertaking the work for you who will investigate matters thoroughly and respond to you in writing.

### **By using our site you accept these terms**

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

### **Disclaimer**

Any content, material or publications provided by us and available on this site are provided for general information and use only. They are and do not constitute specific [engineering] or other professional advice or a full and comprehensive statement of the relevant issues. Such content, material or publications should not be relied on and we would always recommend that you take specific and relevant advice in relation to your individual circumstances or the issue which you are concerned about. If you do require advice, please contact us at: enquiries @harleyhaddow.com or your normal contact within Harley Haddow.

Whilst we will endeavour to ensure that content, material or publications that we provide is accurate at the time it is uploaded to the site, we do not accept any responsibility or obligation to ensure that such content, material or publications are and remain accurate, complete or up to date of that such content, material or publications will remain accessible to you.

### **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [<https://www.harleyhaddow.com/wp-content/uploads/2021/04/Privacy-Notice-for-Website-REV-02-May-2021-1.pdf>]. This sets out the terms and conditions on which We process any personal data that we collect from you or you provide to us. By using our sit, you consent to such processing and warrant that all information provided to is accurate.
- Our Cookie Policy [<https://www.harleyhaddow.com/wp-content/uploads/2018/06/Cookies-Policy-Rev-00-May-2018.pdf>], which sets out information about the cookies on our site.

**We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms apply from 01 May 2021.

**We may make changes to our site**

We may update and change our site from time to time to reflect changes to our clients' and users' needs and our business priorities

**We may suspend or withdraw our site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

**We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

### **Do not rely on information on this site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

### **We are not responsible for websites we link to**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them or any expressions of opinion or advice set out or available from such websites.

We have no control over the contents of those sites or resources.

### **Our responsibility for loss or damage suffered by you**

#### **Whether you are a consumer or a business user:**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in [our standard terms and conditions of business which we will send to you with our letter of engagement or appointment. ]

#### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability or interruptions to use, our site; or

- use of or reliance on any content displayed on or available from links on our site; or
- any loss or damage to your IT equipment, computer programmes, IT platform, data or other proprietary material arising from the use of our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

**If you are a consumer user:**

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. [However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.]

**How we may use your personal information**

We will only use your personal information as set out in our Privacy Policy [<https://www.harleyhaddow.com/wp-content/uploads/2021/04/Privacy-Notice-for-Website-REV-02-May-2021-1.pdf>].

**We are not responsible for viruses and you must not introduce them**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

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

### **Rules about linking to our site**

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

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.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact: [enquiries@harleyhaddow.com](mailto:enquiries@harleyhaddow.com).

### **Waiver of our rights**

Our rights under these terms and conditions may only be waived by us expressly and in writing.

### **Which country's laws apply to any disputes?**

Whether you are a consumer or a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Scots law. We both agree to the exclusive jurisdiction of the Scottish courts.

### **Our trade marks**

The name "Harley Haddow" is an unregistered trade mark. You are not permitted to use it without our express prior written approval.

### **Acceptable Use of our site**

These terms of use sets out the standards that apply when you link to our site, or interact with our site in any other way.

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to bully, insult, intimidate or humiliate any person;

- to send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms of use;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms use; and
- not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

When we consider that a breach of our acceptable use policy has occurred, we may take such action as we deem appropriate.