

Duport Associates Limited Terms and Conditions of website use

Welcome to our website. These are the current terms of use on which you may make use of our websites at www.duport.co.uk (the 'Sites') during your current visit, whether you are a registered user or not. Different terms may apply to your next visit.

These terms apply to general use of the free-access parts of our website. More specific terms apply to charged-for services.

Some words in these terms have a special meaning, and these are defined at the end.

Use of the Site

We are the owner or the licensee of all Intellectual Property Rights in the Sites, and in the material published on it. This material includes, but is not limited to, the design, layout, look, appearance and graphics.

You may use the material on the Sites (including any copies printed or downloaded) for your personal reference or for the reference of your business or organisation, but for no other purpose.

You must not show or pass any of the materials from the Sites to anyone who is not under your control or who is not restricted to using it on your behalf, without obtaining a licence to do so from us. If you are permitted to show anyone else any material, you must acknowledge our status (or that of any identified contributors) as the authors of that material.

You may print or download one copy of any pages from the Sites, but you may not:

- copy any material on the Sites in any other way.
- modify any copy or extract you have made.
- use any illustrations, photographs, graphics, video or audio sequences separately from any accompanying text.
- charge anyone for any copy or extract you have made.

If you use the Sites in breach of these terms, your right to use the Sites will cease immediately. You must destroy any copies you have made of the materials from the Sites. The continued possession of any material you have printed or downloaded for business use, and the making of any further copies, will be a serious infringement of copyright for which we may make a claim against you for damages.

If we incur any costs or expenses, or have to pay anyone any compensation, in connection with any claim by a third party resulting from your breach of these terms, you must compensate us fully within 30 days of being asked to do so. We may make multiple requests for payment in connection with any claim, and our acceptance of a previous payment in connection with that claim does not excuse you from making any further payments which may be required.

Our rights

We may change the content of the Sites without notice. We reserve the right to withdraw or amend any part of the Sites, or to withdraw the Sites altogether. We may restrict your access to some parts of the Sites.

Exclusion of assurances

We do not give any assurance as to the accuracy, completeness or suitability of the material displayed on the Sites. We have taken some precautions to reduce the risk of viruses and other malicious code being transmitted through the Sites, but we do not give any assurance that these are sufficient to prevent this happening. All conditions, warranties and other terms which might otherwise be implied are excluded. This includes any which would otherwise be implied by virtue of: any rule of law; the nature of the Sites, the materials on the Sites or the services advertised there; any general commercial practices.

You agree that these exclusions are reasonable because you are provided with access to the Sites free of charge.

Our liability is limited

We have no obligation or liability to you beyond that explicitly stated in these terms - even if we are in breach of these terms or have been negligent.

We exclude all liability for any loss and damage (including both direct and indirect loss and damage) incurred by you in connection with the use of the Sites.

As special exceptions, nothing in these terms affects our liability for death or personal injury arising from our negligence, or for fraud.

Information about you

We will process any information about you which we acquire through your use of the Sites in accordance with our [privacy policy](#). By accepting these terms, you give us permission to do so.

Links

You may not create a link to either of the Sites without our prior written consent.

From time to time the Sites may include links to other websites, and other websites may contain links to the Sites. We have no responsibility for the content of any such websites, and neither these terms nor our [privacy policy](#) apply to those websites: other terms and policies will apply and you should satisfy yourself that they are acceptable to you.

General

These terms of use are governed by English law. Any issue concerning or arising out of these terms, your use of the Sites or information that you submit via the Sites must be decided by the English courts.

We may assign our rights and delegate our obligations under these terms, but you may not assign any of your rights or delegate any of your obligations and you must not attempt or purport to do so.

We are not in breach of these terms, or otherwise liable to you, for failing to fulfil any of our obligations under these terms to the extent this is due to any cause beyond our reasonable control (including your own acts and omissions).

Interpretation

In these terms the following expressions have the following meanings:

'including' is intended to illustrate specific examples, and it does not restrict the scope of any of these terms in any way.

'Intellectual Property Rights' means all rights in any part of the world in any intellectual property, including: patents; rights in inventions; rights in designs; rights in trade marks, service marks, trade names, logos, get-up and domain names; copyright (including rights in computer programs and other software); rights in databases; rights in performances; moral rights; the right to prevent or restrict the use or disclosure of confidential information and know-how. In each case this includes all such rights, whether or not registrable and whether registered or unregistered, and all applications for the registration or protection of these and any equivalent or similar rights anywhere in the world.

'may' indicates that a party is entitled to do (or not do) something. It does not impose an obligation.

'must' includes an obligation which you agree to fulfil.

'we' means Duport Associates Limited, a company registered in England under company number 03479577, and **'us'** and **'our'** are to be construed accordingly.

'you' means the individual, company or other organisation who is accepting this licence agreement, and **'your'** is to be interpreted accordingly.

An obligation not to do something includes an obligation not to authorise or permit anyone to do it.

Use of either the singular or the plural includes the other, and references to any gender include all genders.