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**Refernet (a service provided by Viccari Wheele Ltd - Registered in England and Wales, company number 03592560), whose office address is 38 Holland Road, Hove, East Sussex BN3 1JL ("we") are committed to protecting and respecting your privacy.**

These terms apply to the entire contents of this website [www.refernet.co.uk](http://www.refernet.co.uk) (our site), whether as a guest or as a registered user and to any correspondence by email between us and you. Please read these terms of use carefully before you start to use our site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please leave our site immediately.

## Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

## Intellectual property rights

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, trademark 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 reference and you may draw the attention of others within your organisation to material posted on our site.

You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or contents of our site without our permission.

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

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.

You are also advised that we will enforce our intellectual property rights to the fullest extent permitted by the law.

## Reliance on information posted

Any information, commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed except for reports specifically prepared for you, which are available subject to our standard terms of business. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any non-registered visitor to our site, or by anyone who may be informed of any of its contents.

## Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. You must bear the risks associated with the use of the internet.

To the fullest extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Incompatibility of our site with any of your computer equipment, software or telecommunications links. Unsuitability, unreliability or inaccuracy of our site.

To the fullest extent permitted by law you acknowledge and agree that we will not be liable to you or any third party for any consequential or incidental damages (including but not limited to loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and/or any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable).

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## Indemnity

You agree to indemnify and hold us harmless from all liabilities, claims and expenses that arise out of the content you submit, post or transmit via our site, or from your use/misuse of our site or the use/misuse by any person for whom you are responsible or from your violation of these terms.

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## Information about you and your visits to our site

We process information about you in accordance with our privacy policy (PRIVACY POLICY). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bomb or other material which 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.

The transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, hackers or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your accessing or downloading of any material posted on it, or on any website linked to it.

## Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## Variations

We may revise these terms of use 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 these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## Your concerns

If you have any concerns about material which appears on our site, please make use of our "Contact" page or send a written communication to Refernet, 38 Holland Road, Hove, East Sussex BN3 1JL.

## Jurisdiction and applicable law

These terms of use are governed and construed in accordance with English law and any disputes will be decided only by the English courts.