

Legal notice

Registered owner

This website is owned and maintained by James Halstead Plc (Company number 00140269) (the “company”, “us”, “we”, “our”) with the registered office address: Beechfield, Hollinhurst Road, Radcliffe, Manchester, M26 1JN.

Conditions of use

This page, together with the documents referred to on it, tells you the conditions of use (Conditions of use) on which you may make use of our website www.jameshalstead.com. Please read these Conditions of use carefully before you start to use the Website. By using the Website, you indicate that you accept these Conditions of use and that you agree to abide by them. If you do not agree to these Conditions of use, please refrain from using the Website.

Accessing the Website

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

From time to time, we may restrict access to some parts or all the Website, to users.

When using our Website, you must comply with the provisions of our acceptable use policy.

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

Reliance on information posted

All material posted on our Website is intended for information purposes only. Users are hereby placed under notice that they should take appropriate steps to verify such information. No user should act or refrain from acting on the information contained in the Website without first verifying the information and as necessary.

Our liability

We make no representations or warranties whatsoever as to the accuracy of the information contained on our Website. To the extent permitted by law, we expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

We expressly disclaim all liability and responsibility for any direct, indirect or consequential loss or damage incurred by any user arising from any reliance placed on materials posted on our Website by any visitor to the Website and by anyone who may be informed of any of their contents, or from the use or inability to use the Website, whether directly or indirectly, resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and we had been advised of the possibility of the same. Direct, indirect or consequential loss and damage shall include but not be limited to loss of profits or contracts, loss of income or revenue, loss of business, loss of goodwill, and wasted expenditure or management time.

Nothing in these Conditions of use shall exclude our liability for death or personal injury resulting from our negligence, nor its liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

Changes to the Website

We may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely.

Viruses, hacking and other offences

The user agrees that material accessed through the use of the Website is obtained entirely at the user's own risk and that the user will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data, even if such loss and damage was reasonably foreseeable and James Halstead Plc had been advised of the possibility of the same.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching the provisions in the preceding 2 paragraphs, 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 the Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or on any website linked to our site.

Linking to the Website

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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 from any website that is not owned by you.

The Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of material on the Website other than that set out above, please address your request to jhalliday@jameshalstead.plc.uk

Third party websites

We do not accept any liability or responsibility for any third-party websites that can be accessed through the Website or for any loss or damage that may arise from your use of them. We do not endorse or approve the contents of any such site and these links are provided for your information only.

General

We process information about you in accordance with our Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

If any provision of these Conditions of use or the Notice of copyright (see below) is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions which shall remain in full force and effect.

Our omission to exercise any right under these conditions of use or the notice of copyright shall not constitute a waiver of any such right unless expressly accepted by us in writing.

These Conditions of use and the Notice of copyright and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The user and James Halstead Plc agree to submit any dispute (including any non-contractual dispute) arising out of or in connection with the use of the Website to the exclusive jurisdiction of the courts of England and Wales.

We may revise these Conditions 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 have made, as they are binding on you. Some of the provisions contained in these Conditions of use may also be superseded by provisions or notices published elsewhere on the Website.

Notice of intellectual property rights

Except where expressly stated to the contrary, all intellectual property rights in the text, graphics, information, motifs, logos, and designs contained in this site including the domain names, organisation and layout of the site and the software used in relation to the site are owned by the us or our licensors.

We own a portfolio of registered and unregistered trademarks including but not limited to James Halstead Plc, Polyflor and Objectflor. You may not use any trademarks, service marks and/or other trade names belonging to us, from time to time, without our prior written consent including to imply endorsement by us of your website and/or goods and/or services or otherwise without our prior written consent.

All other trademarks referred to on the site are the trademarks of their respective owners and you will require their specific authorisation should you wish to use any of the trademarks.

We will vigorously pursue any violation of our intellectual property rights that seeks to exploit our material for commercial gain or to misrepresent its stance.

Any rights not expressly granted in this notice are reserved.

Acceptable use policy

This acceptable use policy sets out the terms between you and James Halstead Plc under which you may access the website www.jameshalstead.com (referred to in this acceptable use policy as the Website). This acceptable use policy applies to all users of, and visitors to, the Website.

Your use of the Website means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our Conditions of use.

Prohibited uses

You may use our Website only for lawful purposes. You may not use the Website:

- 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 send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards
 - 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 the Website in contravention of the provisions of our Conditions of use, or
 - not to access without authority, interfere with, damage or disrupt any part of the Website, any equipment or network on which the Website is stored any software used in the provision of the Website, or any equipment or network or software owned or used by any third party.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Website. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the Conditions of use upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Website
 - issue of a warning to you
 - legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
 - further legal action against you, or
 - disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the acceptable use policy

We may revise this acceptable use policy 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 make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on the Website.