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[www.marston-and-langer.com](http://www.marston-and-langer.com)

## WEBSITE TERMS OF USE

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Glass buildings &  
made-to-order products

## MARSTON & LANGINGER LIMITED WEBSITE TERMS OF USE

- 1 Definitions**
- CONTENT** The information and materials appearing on the site
- TERMS** The conditions set out in this document including our [Privacy Policy](#)
- SITE** [www.marston-and-langinger.com](http://www.marston-and-langinger.com)
- WE/US/OUR** Marston & Langinger Limited of George Edwards Road Fakenham Norfolk NR21 8NL England
- YOU/YOUR** The person company or party who uses our site
- 2 General**
- 2.1** Use by you of the site constitutes acceptance by you of the following terms of use. Your use of this site will be governed by these terms
- 2.2** These terms constitute the entire agreement between you and us and govern your use of the site superseding any prior agreements between you and us
- 2.3** All samples drawings descriptions specifications illustrations photographs and advertising or equivalent or otherwise ("Sample(s)") issued or published on the site for the sole purpose of giving an approximate idea of the products represented by or described in them. By using this site you appreciate that the colour size shape and design or otherwise of the product as appear in the samples may not accurately reflect the same when the product is actually viewed and variation may otherwise occur outside of our control or the manufacturer and whilst we use reasonable endeavours to ensure that the site samples match the actual product we cannot and do not guarantee this. Accordingly, any purchase by you of product based on the site samples alone will not be deemed as a sale by sample
- 2.4** You agree that no joint venture partnership employment or agency relationship exists between you and us as a result of your use of this site and therefore acceptance of these terms
- 2.5** We may collect information on what pages are accessed or visited by you and information volunteered by you such as your contact details and/or any site registrations. We may use this information for internal review and in order to improve the content of the site
- 2.6** Where we collect information from you via your access and use of the site and you voluntarily submit to us such information whilst using this site our use of your information will be governed by these terms. Please read these terms and our [Privacy Policy](#) carefully before using the site
- 2.7** Should you decide to go on to purchase goods from the site you must also read and agree to our [Terms and Conditions of Sale](#)
- 2.8** If you do not agree to all of these terms you may not use the site which is owned and operated by us
- 2.9** If you have any comments suggestions or questions about these terms and/or the site and/or us generally you can contact us by sending an e-mail to [feedback@marstonmail.com](mailto:feedback@marstonmail.com) or by writing to Marston & Langinger Limited, 192 Ebury Street London SW1W 8UP
- 3 Copyright and trademarks**
- 3.1** The content appearing on the site is displayed for personal non-commercial use only
- 3.2** All software used on the site and all content included on the site (including without limitation site design text graphics audio and video the selection and arrangement thereof and the underlying source code) is our property or that of our suppliers and is protected by international copyright laws
- 3.3** All trademarks service marks and logos used on the site from time to time are the trademarks service marks or logos of their respective owners
- 3.4** None of the content may be downloaded copied reproduced republished posted transmitted stored sold or distributed without the prior written permission of the copyright holder. This excludes the downloading of one copy of extracts from the site on any single computer for personal non-commercial home use only provided that all copyright and proprietary notices are kept intact
- 3.5** Modification of any of the content or use of any of the content for any purpose other than as set out herein including without limitation on any other website or computer network is prohibited
- 3.6** If you breach any of the terms of this legal notice your permission to use the site automatically terminates and you must immediately destroy any downloaded or printed extracts from the site
- 3.7** Requests to republish any of the content and to use quotations or extracts from the site should be addressed to [admin@marstonmail.com](mailto:admin@marstonmail.com)
- 3.8** We have made every effort to secure where appropriate licenses and clearances for all third party intellectual property used on the site. You may notify us of alleged intellectual property rights infringement by contacting us via e-mail at [feedback@marstonmail.com](mailto:feedback@marstonmail.com)
- 4 Links to third party websites**
- 4.1** The site may from time to time include links to third party internet websites which are controlled and maintained by others. These links are included solely for your convenience and do not constitute any endorsement by us of the websites linked or referred to nor do we have any control over the content of any such websites
- 4.2** We have not reviewed all of these third party websites and do not make any representations regarding the availability or content or accuracy of materials on such websites. If you decide to access third party websites through links on the site you do so at your own risk. Your use of third party websites is subject to the terms and conditions of use of those websites
- 5 Liability disclaimer**
- 5.1** While we endeavour to ensure that the information on the site is correct to the maximum extent permitted by law we provide you with the site on an 'as is' basis only
- 5.2** You accept that access to the site may be suspended at any time and without notice in the case of systems failure maintenance or repair or for any other reasons whatsoever including for reasons beyond our control
- 5.3** We make no representation or warranties of any kind express or implied as to the operation of the site or the information (including samples as defined at clause 2.3 above) reliability completeness or timeliness of the content or services available on the site or that the use of the site will be uninterrupted timely secure or error-free
- 5.4** You expressly agree that your use of the site is at your own risk
- 5.5** Any other party whether or not involved in creating producing maintaining or delivering the site including the officers employees consultants or agents exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or any third party including without limitation any direct indirect punitive or consequential loss or damages or any loss of income profits goodwill data contracts use of money or loss or damages arising from or connected in any

way to business interpretation and whether in tort including without negligence contract warranty or otherwise in connection with the site in any way or in connection with the use inability to use or the results of use of the site any websites linked to the site or the content on the site including but not limited to loss or damage due to viruses including logic bombs trojan horses worms harmful components corrupted data or other malicious software or harmful data that may infect your computer equipment software data or other property on account of your access to use of or browsing the site or your downloading of any content from the site or any websites linked to the site

**5.6** We exclude all liability and responsibility as set out above whether or not we are advised of the possibility of such loss or damage

**5.7** Nothing in these terms shall exclude or limit our or our employees' or agents' liability for:

(a) *death personal injury or fraud caused by our negligence or*

(b) *misrepresentation as to a fundamental matter or*

(c) *any liability which cannot be excluded or limited under applicable law including conditions and warranties as to title to goods implied by sale of goods legislation and where the customer deals as a consumer or conditions as to goods' description fitness and quality and implied by sale of goods legislation and conditions as to supply of goods and services legislation*

**5.8** If your use of the content on the site results in the need for servicing repairing or correction of equipment software or data you assume all costs thereof

**5.9** If you are a consumer the above legal notice does not affect the legal rights which you have under law which cannot be excluded or limited. If you want to know what these rights are you should contact your local Citizens' Advice Bureau

## **6 Your account**

**6.1** If you have an account with us then you are responsible for maintaining the confidentiality of this account and any related passwords for your restricting access to your computer and/or account. You agree to accept responsibility for all activities that take place under your account and/or passwords

**6.2** Other than personal data or sensitive personal data about you which is covered under the terms of our [Privacy Policy](#) any material you transmit or post to the site shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material

**6.3** We and designated third parties shall 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

**6.4** You are prohibited from posting or transmitting to or from the site any material:

(a) *that is threatening defamatory obscene indecent seditious offensive pornographic abusive liable to incite racial hatred discriminatory menacing scandalous inflammatory blasphemous in breach of confidence in breach of privacy or which may cause annoyance or inconvenience or*

(b) *for which you have not obtained all necessary licences and/or approvals or*

(c) *which constitutes or encourages conduct that would be considered a criminal offence give rise to civil liability or otherwise be contrary to the law of or infringe the rights of any third party in the United Kingdom or any other country in the world or*

(d) *which is technically harmful including without limitation computer viruses logic bombs Trojan horses worms harmful components corrupted data or other malicious software or harmful data or*

(e) *which facilitates your misuse of the site including without limitation hacking*

**6.5** We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of the above prohibitions

## **7 Termination**

You agree that we may in our sole discretion and at any time terminate any password and account or any part thereof of yours without limitation if we reasonably believe that you have violated or acted inconsistently with the letter or spirit of these terms

## **8 Advertisements**

**8.1** The site may contain advertisements by third parties and these advertisements may contain links to other websites

**8.2** Unless otherwise specifically stated we do not endorse any product or service or make any representation regarding the content or accuracy of any materials contained in or linked to any advertisement on the site

## **9 Indemnity**

**9.1** You agree to indemnify and hold us our officers employees agents consultants licensees and suppliers harmless from and against any claims actions or demands liabilities and settlements including without limitation reasonable legal and accounting fees resulting from or alleged to result from your use of the content of the site in a manner that violates or is alleged to violate these terms

**9.2** We shall provide notice to you promptly of any such claim suit or proceeding and shall reasonably co-operate with you at your expense in your defence of any such claim

## **10 Force majeure**

We will not be liable for any delay or failure in performance or interruption of the delivery

of the content of the site resulting directly or indirectly from any cause or circumstances beyond our reasonable control including but not limited to failure of equipment or communication lines telephone or other interconnect problems computer viruses including logic bombs Trojan horses worms harmful components corrupted data or other malicious software or harmful data unauthorised access theft operator errors severe weather earthquakes or natural disasters strikes or other labour problems wars or governmental restrictions

## **11 Severability and waiver**

If any provision of these terms is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these terms which shall remain in full force and effect. No waiver of any of these terms shall be deemed a further or continuing waiver of such term or any other term

## **12 Access outside England**

**12.1** We are based in England. Access to the content of the site may not be legal by certain persons or in certain countries

**12.2** If you access the site from outside England you do so at your own risk and are responsible for compliance with the laws of your jurisdiction

**12.3** Recognising the global nature of the internet you agree to comply with all local rules regarding on line conduct and acceptable content and you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside

## **13 Jurisdiction**

These terms are governed by and construed in accordance with English law unless you live in Scotland in which case these terms

will be governed by Scots law and you and we irrevocably agree that the UK Courts shall have non-exclusive jurisdiction to settle any dispute which may arise out of or in connection with these terms or the legal relationship established by them and for those purposes irrevocably submit all disputes to the non-exclusive jurisdiction of the UK Courts

#### **14 Notification of changes to these terms**

**14.1** We reserve the right at our sole discretion to add to or change these terms

**14.2** If We publish any changes we will let you know by posting such changes to this page and/or by posting notification of the change to our site homepage or by sending you an email

**14.3** Once we have posted any such changes it is then your responsibility as a user to ensure that you are aware of such changes from time to time

**14.4** Changes will become effective 24 hours after first posting and you will be deemed to have accepted any change if you continue to access the site after that time

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