



## YORCOMS LTD WEBSITE TERMS OF USE

These terms and conditions apply to your use of the Website and by accessing the Website, you agree to be bound by the terms and conditions set out below. Before you place an order, if you have any questions relating to these terms and conditions please contact us by visiting [www.yorcoms.net/contact](http://www.yorcoms.net/contact)

The Website may contain links to other third-party websites. The use of those third-party websites will be governed by separate terms and conditions.

Yorcoms Ltd gives no authority (whether implied or express) to deep link to or frame any of the content which appears on our Website or to use a representation of the company's trademarks as a link button without the express agreement of Yorcoms Ltd.

The Website complies with appropriate UK legislation and it is to be used only by persons who access it from within the UK and the Services on the Website are only available to UK residents.

"Conditions" means these terms and conditions;

"Contract" means the contract between you and us for the provision of any of the Services, subject to the applicable Service Conditions;

"Online Sales" means sales of Services conducted through the Website;

"Personal Information" means the details provided by you on any application to purchase Services from Us or any other details provided by you through use of the Website, as more fully described in clause 12 of these Conditions;

"Services" means Yorcoms Ltd services displayed for sale on the Website from time to time;

"Service Description" means that part of the Website where certain terms and conditions in respect of the individual Service are provided;

"Service Conditions" means the terms and conditions applicable to a particular Service that are available on the Website under the relevant Service Description;

"Yorcoms Ltd" means Yorcoms Ltd, a company registered in England and Wales under the number 11190211 with registered office located at Community House, Portholme Crescent, Selby North Yorkshire, YO8 4QQ;

"Yorcoms" means Yorcoms Ltd, and any other parent or subsidiary undertaking as defined in section 1162 of the Companies Act 2006;

"Users" means the users of the Website collectively;

"Us/Our/We/Yorcoms" means Yorcoms Ltd, a company registered in England and Wales under the number 11190211 with registered office located at Community House, Portholme Crescent, Selby North Yorkshire, YO8 4QQ;

"Website" means the website located at <https://www.yorcoms.net> or any subsequent URL which may replace it; and

"You/Your" means a user of the Website.



## **Communication**

Please read all the sections below to understand the risks involved in communicating and transmitting sensitive information by e-mail.

- Please note that internet email is not a 100% secure communications medium. In the interests of preserving confidentiality in your personal details, We strongly advise that You take this into consideration before You send Us any information by email. By proceeding, You agree that You will send Us information by email at Your own risk.
- Messages sent by email may not be secure and may be intercepted by third parties. If You disregard this warning and choose to send Us confidential information, You agree that You do so at Your own risk and that You will not hold Us responsible for any loss that You suffer as a result.
- The e-mail address You provide to Us is where We will send Our response. If You have chosen to discuss your personal account details via e-mail We will try to respond to You in this way. We cannot guarantee the security of Your Personal Information by this communications medium.

## **A - Use of the website**

### **1. Access**

We will provide you with access to the Website and sell You Services in accordance with these Conditions and the Service Conditions applicable to the Service(s) you purchase.

### **2. Your Obligations**

You

**2.1.** agree not to use the Website (or any part thereof) for any illegal purpose and agree that in using the Website you will comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website;

**2.2.** agree not to upload or transmit through the Website without limitation, any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;

**2.3.** will not upload or transmit through the Website any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;

**2.4.** will not use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired;

**2.5.** will not use the Website in any manner which violates or infringes the rights of any person, firm or company or the rights thereof (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);

**2.6.** will not attempt any unauthorised access to any part or component of the Website; and,

**2.7.** agree that in the event that You have any right, claim or action against any other User arising out of that User's use of the Website, then You will pursue such right, claim or action independently of, and without recourse to Us;

**2.8.** warrant that any Personal Information which You provide when You use the Website is true, accurate, current and complete in all respects; and



**2.9.** will notify us immediately of any changes to the Personal Information by contacting our Customer Service Representatives using [www.yorcoms.net/contact](http://www.yorcoms.net/contact)

**2.10.** agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

### **3. Indemnity**

You agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity cost basis, suffered by Us and arising out of any breach of these Conditions by You or any other liabilities arising out of Your use of the Website, or the use by any other person accessing the Website using Your Internet account and/or Your Personal Information.

### **4. Our Rights**

**4.1.** We reserve the right to:

**4.1.1.** modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to You and You confirm that we shall not be liable to You or any third party for any modification to or withdrawal of the Website; and/or

**4.1.2.** change these Conditions from time to time, and Your continued use of the Website (or any part thereof) following such change shall be deemed to be Your acceptance of such change. It is Your responsibility to check regularly to determine whether the Conditions have been changed. If You do not agree to any change to the Conditions, then You must immediately stop using the Website.

**4.2.** We will use Our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because You cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

**4.3.** We reserve the right to withdraw any Services from the Website at any time and/or remove, screen or edit any materials or content on the Website. We may refuse to process a transaction for any reason or refuse service to anyone at any time in our sole discretion. We will not be liable to You or any third party by reason of our doing any of the following: withdrawing any Services from the Website whether or not those Services have been sold to You; removing, screening or editing any materials or content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

### **5. Third Party Links**

**5.1** In an attempt to provide increased value to Our Users, we may provide links to other websites or resources. You acknowledge and agree that We are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, services or other materials on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, services or other materials available on such external sites or resources.

**5.2** You agree that We will not be responsible in any way for any transaction entered into between you and third parties offering goods or services on the Website.



## **6. Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that We deem appropriate (which may include, but is not limited to, issuing warnings, suspending or terminating service, denying access and/or removing any materials from the Website). We may also investigate, in Our sole discretion, the use, or attempted use, of any credit card, and take such action as we deem appropriate, including without limitation, contacting the User using such card or cancelling orders placed by such User.

## **B - Purchase of services from Yorcoms Ltd**

### **7. Contract creation and electronic contracting**

**7.1.** The technical steps required to create the contract between You and Us are as follows:

**7.1.1.** You place Your order for the Service(s) on the Website by pressing the confirm order button at the end of the check-out process. You will be guided through the process of placing an order by a series of simple instructions on the Website.

**7.1.2.** We will send to You an order acknowledgement email detailing the Services You have ordered. This is not an order confirmation or order acceptance from Us.

**7.1.3.** Order acceptance and the completion of the Contract between You and Us will take place on the day We first make the Service available to you unless We have notified You that we do not accept Your order, or You have cancelled it in accordance with the instructions in these Conditions.

**7.2.** Non-acceptance of an order may be a result of one of the following:

**7.2.1.** Our inability to obtain authorisation for your payment.

**7.2.2.** The identification of a pricing or Service description error.

**7.2.3.** You not meeting the eligibility to order criteria set out in the applicable Service Conditions.

## **8. Orders**

**8.1.** All orders are subject to acceptance and availability. All prices are inclusive of VAT at the current rates and are correct at the time of entering information. However, We reserve the right to change prices without prior notice to You.

**8.2.** We will take all reasonable care, in so far as it is in Our power to do so, to keep the details of Your order and payment secure, but in the absence of negligence on Our part We are not liable for any loss You may suffer if a third party procures unauthorised access to any data You provide when accessing or ordering from the Website.

## **9. Offers to Purchase and Description of Services**

**9.1.** Each Service purchased is sold subject to its Service Description and applicable Service Conditions which set out additional specific terms and conditions related to that Service including, without limitation, terms and conditions concerning estimated delivery times and any warranties.

**9.2.** Any order made by You will be treated as an offer to purchase Services from Us. Completion of the Contract between You and Us will take place on the day We first make the Service available to you unless We have notified You that we do not accept Your order, or You have



cancelled it in accordance with the instructions in these Conditions. The sale contract is therefore completed in Selby, England. We reserve the right to reject any offer to purchase made by You at any time.

**9.3.** You acknowledge that any automated acknowledgement of Your order which You may receive from Us shall not amount to Our acceptance of Your offer to purchase Services advertised on the Website.

## **10. Refusal of transaction**

**10.1.** We reserve the right to withdraw any Service advertised on this Website at any time and/or remove or edit any materials or content on this Website. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any Service advertised on this Website; removing or editing any materials or content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

**10.2.** To be eligible to purchase Services on this Website and lawfully enter into and form contracts on this Website under English law you must:

**10.2.1.** Register by providing your real name, phone number, e-mail address, payment details and other requested information.

**10.2.2.** Be over 18 years of age.

**10.2.3.** Stipulate a delivery address in the United Kingdom. Please note that PO box numbers, hotels and accommodation addresses are not acceptable.

**10.2.4.** Possess a valid credit or debit card issued by a bank acceptable to us.

**10.3.** By making an offer to purchase a Service, you specifically authorise us to transmit information (including any updated information) or to obtain information about you from third parties from time to time, including but not limited to your debit or credit card number or credit reports, to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

## **11. Right of Cancellation**

**11.1** If you ordered any Service from us either over the internet, by telephone, by mail order or by any other relevant distance selling method you may cancel the Contract pursuant to the Consumer Protection (Distance Selling) Regulations 2000 ("Regulations") at any time up to 7 working days after placing your order for that Service or receiving any goods from us ("Trial Period") provided that you notify us in writing of such cancellation within the Trial Period and return any goods (for example a Wireless Router) to us undamaged and in their original packaging, together with proof of purchase, by sending them special delivery to Yorcoms Ltd, Community House, Portholme Crescent, Selby North Yorkshire, YO8 4QQ. If you cancel in accordance with the Regulations we agree to then refund you the purchase price, if any, of the goods. Please note that if you do not return all the goods you have received, we shall be entitled to charge you for the cost of them. If you do not return the goods and all other items, if any, as described in the Contract, we may charge you the costs we incur in collecting them from you. This does not affect your statutory rights.

## **12. Your Personal Data**

**12.1.** We respect Your Personal Information and undertake to comply with applicable Data Protection legislation in place from time to time.

**12.2.** We may hold Personal Information that You provide to us (such as on an application or registration form) or that We may obtain from another source (such as our suppliers, marketing

organisations or credit reference agencies). This Personal Information may include Your name, address, date of birth, gender, telephone numbers, email address, bank and credit/debit card information, occupation and employment data, lifestyle information and details of how You use our products and services together with general information about the way You pay and manage Your account. We may share Your Personal Information with: companies owned by Yorcoms Ltd and other carefully selected third parties for the purposes described in these terms and conditions; and in the event that We undergo re-organisation or are sold to a third party You agree that Your Personal Information may be transferred to that re-organised entity or third party for the purposes and subject to the terms of this Agreement.

**12.3.** Your Personal Information may be held and used by Us for several purposes and We may use third parties to support us with purposes which include, without limitation:

**12.3.1.** processing your orders or applications; administering your account and billing; settling accounts with those who provide related services to Us; disclosing Your data to bank and debit and credit card companies to validate Your debit or credit card details; dealing with requests, enquiries or complaints and other customer care related activities; debt recovery (also using recovery agents and agents facilitating to contact You) and legal actions and all other general administrative and business purposes;

**12.3.2.** carrying out market and product analysis of Your Personal Information to develop and improve and to tell You about Yorcoms Ltd's products and services, new developments, special offers, discounts and awards which We believe may be of personal interest to You. We may also use Your Personal Information for the purpose of testing our internal systems and developing new products and services. We may tell You by automated means or otherwise, including by email, fax, mobile text message, MMS, telephone, post and via world wide web, WAP and similar sites subject to any preferences indicated by You at the time You give us Your Personal Information; contacting You about the products and services of carefully selected third parties and allowing You to receive advertising and marketing information from those selected third parties but without passing control of Your Personal Information to the third party concerned;

**12.3.3.** passing on data to organisations from which You have ordered any products and services; registering Your details and allocating or offering You rewards, discounts or other benefits and fulfilling any requests or requirements You may have in respect of Our and the Yorcoms Ltd's loyalty or reward programmes and other similar schemes;

**12.3.4.** carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement on Us or in connection with legal proceedings, and for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders; or

**12.3.5.** carrying out activities connected with the running of Our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of Our business in respect of which You are a customer or a potential customer. We may also use Your information for the purpose of testing Our internal systems and developing new products and services.

**12.4.** You agree to the disclosure by Us of the following information to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, credit provider or security agency:

**12.4.1.** any information relating to Your contract with Us including details of how You conduct your account and Your obligations to Us and Your personal financial information;

**12.4.2.** any information which is covered by Our registration under the Data Protection Act 1998 as amended from time to time; and

**12.4.3.** any information which We are required by an order of any court of competent jurisdiction or by statutory authority to disclose.



**12.5.** It may also be necessary for Us to carry out anti-fraud and identity checks on You to help decide whether to accept Your application or future applications, to verify Your identity and to protect Our legitimate interests. Any information obtained in such checks will be passed to credit reference agencies and may be used by third parties to assessing applications for credit from You and other members of Your household and for debt tracing, crime and fraud detection and prevention and credit management purposes. You further agree that we may use Your Personal Information for operating a publicly accessible directory service.

**12.6.** A comprehensive description of how we use personal information is publicly available from the Information Commissioner - please see [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk)

**12.7.** If you would like us to tell you what information we hold about you, please write to: The Data Controller, Yorcoms Ltd, Community House, Portholme Crescent, Selby, North Yorkshire, YO8 4QQ.

A £10.00 administration fee will be applicable in the form of a cheque/postal order made payable to Yorcoms Ltd. Please quote your full name, address, fixed line or Mobile Phone number (as appropriate) and account number on all requests and supply a suitable form of identification e.g. photocopy of passport, driving licence or recent non Yorcoms brand invoice etc.

You can also call us on 0330 122 1095 to correct or update any inaccurate or incomplete information and to advise Us of any preferences You may have concerning how You can be contacted for marketing purposes or to indicate Your preferences for directory entries.

**12.8.** If You do not wish Your details to be used for the purposes described in Clauses 12.2 and 12.3, please write to us c/o Yorcoms Ltd, Community House, Portholme Crescent, Selby, North Yorkshire, YO8 4QQ stating your full name, address, account number and mobile phone number. Please note: this will not affect any marketing consent which You have already given to any of the companies referred to in Clause 12.3 in respect of agreements relating to other products and/or services.

**12.9.** Subject to Your rights of objection set out in this clause, and Your right of objection in the registration process, You agree that you consent to Us, Yorcoms Ltd or third parties contacting You for any of the above purposes whether by telephone, email, SMS or in writing and You confirm that You do not consider any of the above as being a breach of any of Your rights under The Privacy and Electronic Communications (EC Directive) Regulations 2003.

**12.10.** You should be aware that if We are requested by the police or any regulatory government authority investigating suspected illegal activities to provide Your Personal Information or information concerning Your activities whilst using any of the Services We shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning Your use that is deemed by Us to be inconsistent with these terms.

**12.11.** We may disclose to third parties aggregated data relating to the use of the Services provided that a single individual is not identifiable in such data.

**12.12.** We will not collect any personal information about You unless You have chosen to give it to Us. Do not give it to Us if You do not want it collected.

**12.13** We may use information We have collected about You for improving customer service, and to respond to Your queries.

**12.14.** We may store some information on Your hard disk ('a cookie'). To find out more about Our use of cookies see Our privacy policy.

**12.15.** When You speak to Us on the phone, some calls may be monitored or recorded in case We need to check We have carried out Your instructions correctly and to help improve Our quality of service.



**12.16.** The Personal Information You provide will be collected by Yorcoms Ltd. who may (i) pass Your details to any associated company and certain third parties to assist them in analysing use of the Website and enabling them to contact You about Services which may be of interest to You and (ii) use it in accordance with Our privacy policy.

Click to view the [Yorcoms Privacy Policy](#) (which sets out how We use Your Personal Information)

### **13. Interactive services**

**13.1** We may from time to time provide interactive services on the Website, including, without limitation: chat rooms, bulletin boards, forums, newsgroups (together "interactive services").

**13.2** We are under no obligation to oversee, monitor or moderate any interactive service We provide on the Website, and We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a User in contravention of Our content standards (set out below), whether the service is moderated or not.

**13.3** The use of any of Our interactive services by anyone aged 16 or under is subject to the consent of their parent or guardian. Where We do moderate an interactive service, we will normally provide You with a means of contacting the moderator, should a concern or difficulty arise.

#### **13.4 Content standards**

**13.4.1** These content standards apply to any and all material which You contribute to, and comments You post on, the Website ("contributions"), and to any interactive services associated with it including chat, newsgroups and forums.

##### **13.4.2** Contributions must:

**13.4.2.1** be accurate (where they state facts);

**13.4.2.2** be genuinely held (where they state opinions); and

**13.4.2.3** comply with applicable law in the UK and in any country from which they are posted.

##### **13.4.3** Contributions must not:

**13.4.3.1** contain any material which is defamatory of any person;

**13.4.3.2** contain any material which is obscene, offensive, hateful or inflammatory;

**13.4.3.3** contain material which is inappropriate to the interactive service;

**13.4.3.4** promote sexually explicit material;

**13.4.3.5** promote violence;

**13.4.3.6** contain mass messages or mass invites;

**13.4.3.7** promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

**13.4.3.8** infringe any copyright, database right or trade mark of any other person;

**13.4.3.9** be likely to deceive any person;





**13.4.3.10** be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

**13.4.3.11** promote any illegal activity;

**13.4.3.12** be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

**13.4.3.13** be likely to harass, upset, embarrass, alarm or annoy any other person; be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

**13.4.3.14** give the impression that they emanate from Us, if this is not the case; or

**13.4.3.15** advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

**13.4.4** The following rules also apply to your use of chat rooms provided on the Website:

**13.4.4.1** do not type personal information into public channels;

**13.4.4.2** do not give your password to anyone;

**13.4.4.3** do not attempt to conceal your identity or impersonate any individual or organisation;

**13.4.4.4** do not attempt to misrepresent your age to anyone; and

**13.4.4.5** do not connect to the chat server more than three times simultaneously using one connection.

**13.4.5** Additional Newsgroup and Forum Rules:

**13.4.5.1** do not hijack a thread by repeatedly adding postings designed to draw the readers' attention to separate forum, thread, site or issue;

**13.4.5.2** do not post unsolicited bulk postings or 'spam';

**13.4.5.3** do not continue a thread which has previously been deleted by Forum Moderators or Yorcoms staff, unless it is with prior permission.

## **14. Payment**

**14.1.** Payment can be made by any major credit or debit card. Payment will be debited and cleared from Your account before the provision of the Service to You.

**14.2.** You confirm that the credit/debit card that is being used is Yours.

**14.3.** All credit/debit card holders are subject to validation checks and authorisation by the card issuer and We may share Your Personal Information with such third parties as are necessary to enable Us to do such checks. If the issuer of Your payment card refuses to authorise payment to Yorcoms, we will not be liable for any delay or non-delivery.

## **C - General**

### **15. Intellectual Property and Right to Use**

**15.1.** You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in Us or Our licensors. You are permitted to use this material only as expressly authorised by Us or Our licensors.

**15.2.** You acknowledge and agree that the material and content contained within the Website is made available for Your personal non-commercial use only and that You may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

### **16. Notices**

**16.1.** You may send us notices under or in connection with these Conditions:

**16.1.1.** by post to Services, Yorcoms Ltd, Community House, Portholme Crescent, Selby, North Yorkshire, YO8 4QQ.

**16.1.2.** by fax to Customer Services 0330 122 1095

**16.1.3.** by email to [contractnotices@yorcoms.net](mailto:contractnotices@yorcoms.net)

**16.2.** As proof of sending does not guarantee Our receipt of Your notice, you must ensure that You have received an acknowledgement from Us which will be sent within 3 working days of Our receipt and should be retained by You.

### **17. Limitation of Liability**

**17.1.** While We will use reasonable endeavours to verify the accuracy of any information We place on the Website, we make no warranties, whether express or implied in relation to its accuracy.

**17.2.** The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and We make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

**17.3.** We make no warranty that the Website will meet Your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy or reliability of the materials. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

**17.4.** To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Services including but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose.

**17.5.** Notwithstanding any other provision in the Conditions, nothing herein shall limit Your rights as a consumer under English law.

**17.6.** The information provided to You in connection with the Services is provided by the suppliers of such Services and You acknowledge that We do not verify the accuracy of such



information. The fact that information, products or services are shown on this site does not necessarily mean that:

**17.6.1.** You should rely on the information (whether provided by Us or third parties);

**17.6.2.** We endorse the information, products or services provided by third parties; or

**17.6.3.** the product and services that We provide are suitable for You. It is Your responsibility to check this out. Some of the services on this site may not be available or may have changed.

**17.7.** We therefore exclude all liability of any kind (including but not limited to defamation, breach of confidence, intellectual property right infringements, invasion of privacy and negligence) for the transmission or reception of such information of whatever nature to You.

**17.8.** You acknowledge that We cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by You.

**17.9.** We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with these Conditions for:

**17.9.1.** any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

**17.9.2.** any loss of goodwill or reputation; or

**17.9.3.** any loss which was not brought to Our attention at the time the contract was made or any loss that would be an unforeseeable consequence of a breach of the contract by Us;

in any case whether or not such losses were within the contemplation of either of Us at the date on which the event giving rise to the loss occurred, was suffered or incurred by one of Us arising out of or in connection with the provisions of any matter under these Conditions.

**17.10.** Nothing in the Conditions shall exclude or limit Our liability for death or personal injury resulting from Our negligence or that of Our servants, agents or employees.

**17.11.** We are not in any way responsible for anything mentioned on or linked to this Website that someone else is marketing.

## **18. Severance**

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Conditions and shall not affect the validity and enforceability of any of the remaining provisions of these Conditions.

## **19. Waiver**

No waiver by Us shall be construed as a waiver of any preceding or succeeding breach of any provision.

## **20. Survival**

Each provision of these Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.



## **21. Entire Agreement**

These Conditions (as amended from time to time) contain the entire agreement between You and Us relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings, representations or proposals, written or oral, between You and Us in relation to such matters. You confirm that You have read these conditions and, you fully understand them and You also agree that these conditions are the only terms (together with Your Contract and the Service Conditions applicable to that Contract) that rule Your relationship with us.

## **22. Law**

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

## **23. Handling Complaints**

**23.1.** There may well be occasions when You are unhappy with the service that We provided to You. In these cases, we will endeavour to be fair and efficient in handling any complaint You should have and to process your complaint confidentially.

**23.2.** If You have a complaint, visit [www.yorcoms.net/contact](http://www.yorcoms.net/contact)