

## **Website Terms of Use Policy**

### **Who We are and how to contact Us**

www.birchallfoodservice.co.uk is a site operated by GC Birchall Limited, trading as Birchall Foodservice ("**We, Us, Our**"). We are registered in England and Wales under company number 00531040 and have our registered office at 11 Nicholas Street, Burnley, Lancashire, BB11 2AL. Our main trading address is Cobalt House, Magnesium way, Burnley Bridge Business Park, Hapton, Burnley, Lancashire, BB12 7BF.

To contact us, please email [sales@birchallfoodservice.co.uk](mailto:sales@birchallfoodservice.co.uk) or telephone Our customer service line on 01282 429446.

### **By using Our site you accept these terms**

This terms of use policy (together with the documents referred to in it) tells you the terms of use on which you may make use of Our site, whether as a guest or a registered user. Use of Our site includes accessing, browsing, or registering to use Our site.

These terms of use, its subject matter and its formation, are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Please read these terms of use carefully before you start to use Our site, as these will apply to your use of Our site. We recommend that you print a copy of this for future reference.

By using Our site, you confirm that you accept these terms of use and that you agree to comply with them. We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes We made, as they are binding on you.

If you do not agree to these terms of use, you must not use Our site.

### **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of Our site:

- Our Privacy Policy – [Link here](#).
- Our Cookie Policy – [Link here](#), which sets out information about the cookies on Our site.
- If you purchase goods from Our site, Our Terms and conditions of supply – [Link here](#), will apply to the sales.

### **We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use Our site, please check these terms to ensure you understand the terms that apply at that time.

### **We may make changes to Our site**

We may update and change Our site from time to time to reflect changes to Our products, Our users' needs and Our business priorities.

### **We may suspend or withdraw Our site**

Our site is made available free of charge.

We do not guarantee that Our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access Our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is only for and directed to people residing in the UK. We do not represent that content available on or through Our site is appropriate for use or available in other locations.

### **You must keep your account details safe**

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. 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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [businesssupport@birchallfoodservice.co.uk](mailto:businesssupport@birchallfoodservice.co.uk).

### **How you may use material on Our site**

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 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 use and you may draw the attention of others within your organisation to content posted on Our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

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

You must not use any part of the content on Our site for commercial purposes without obtaining a licence to do so from us or Our licensors.

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.

### **Do not rely on information on this site**

The content on Our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our site.

Although We make reasonable efforts to update the information on Our site, We make no representations, warranties or guarantees, whether express or implied, that the content on Our site is accurate, complete or up to date.

### **Disclaimer**

We have taken reasonable care in compiling Our site and the information and products appearing on it to ensure that they are accurate and up-to-date. The food information supplied by Us on Our products has been provided by the respective product manufacturer. Whilst We use reasonable endeavours to check this information and ensure its accuracy, We do not give any warranty (whether express or implied), guarantee or representation that it is true, accurate or complete in any respect.

As product information, ingredients, nutritional guides and dietary or allergy advice may change from time to time, We recommend that you always carefully read the product label prior to using or consuming any such products. You should not solely rely upon the information We provide and make your own assessment as to the suitability or otherwise of any given product.

### **We are not responsible for websites We link to**

Where Our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

### **Liability and Indemnity**

Nothing in this policy excludes or limits Our liability for death or personal injury arising from Our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to Our site or any content on it, whether express or implied.

We will not be liable to You (to the extent permitted by law and subject to the above paragraphs) whether arising in contract, tort (including negligence) or misrepresentation for any indirect, special or consequential loss or damage, loss or damage arising from third party claims, loss of profit; loss of revenue or goodwill; loss of opportunity or wasted expenditure; loss of business or business interruption; loss of or corruption to data or loss of confidential information; or other loss or damage arising out of or otherwise connected to Your use of Our site, inability to use it or reliance on the information appearing thereon.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on Our site. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods and/or services to you, which will be set out in the relevant terms and conditions of supply.

## **How We may use your personal information**

We will only use your personal information as set out in [Our Privacy Policy](#).

## **Rules about linking to Our site**

You may link to Our home page, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.

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 to Our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of Our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on Our site other than that set out above, please contact Us.

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.