



## Website Terms and Conditions

These Terms of Use govern access to and use of our website found at (the "Site"). By accessing and using the Site, you agree to be bound by these Terms of Use. If you do not agree with any part of the following, please do not use the Site.

We reserve the right to change these Terms of Use at any time. Amendments will take effect when posted on our Site. You agree that it is your responsibility to be aware of any changes made to these Terms of Use.

### A. Definitions in this agreement

1. **"Internet"** means the global data network comprising interconnected networks using Transmission Control Protocol/Internet Protocol;
2. **"Site"** means the website found at ;
3. **"The Phone Co-op"** or **"TPC"** or **"we"** means The Phone Co-op Limited, registered office at The Millhouse, Elmsfield Business Centre, Worcester Road, Chipping Norton, Oxfordshire, OX7 5XL; incorporated under the Industrial and Provident Societies Acts; Registered Number 28965R.
4. **"you"** and **"your"** means you, the person entering into this agreement with The Phone Co-op;

### B. Your Obligations

1. You agree that you will only access and use the Site in accordance with these Terms of Use and in accordance with and subject at all times to all applicable laws and regulations anywhere subsisting in the world. We reserve the right without notice at any time and at our sole discretion to suspend or discontinue your access to or use of the Site in the event that such access or use would be unlawful under any applicable law or regulations anywhere subsisting in the world;
2. You represent, warrant and undertake that you will not directly or indirectly act or omit to act in any way which may infringe, damage or endanger any intellectual property rights (or any goodwill attaching thereto) which may now or in the future subsist in any part of the world of us or any third party and you will not knowingly permit any other person to do so;
3. You are responsible for the content of and all information contained in your communications to the Site, including the lawfulness, truthfulness, decency and accuracy of any such communications. You are also solely responsible for the use to which you put all information, data and results from the Site;
4. You will provide The Phone Co-op with your own personal details as requested by The Phone Co-op upon registration, including your full name and address;

5. You may not in any circumstances do any of the following on or in relation to the Site:

- commit or encourage a criminal offence;
- send or receive any material which is offensive, or which we believe maybe abusive, defamatory, indecent, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- act in any manner contrary to applicable law or regulation, or in any way that may in our opinion have an adverse effect on the Site; insert or knowingly or recklessly transmit or distribute a virus; corrupt data;
- cause annoyance to subscribers or others;
- use any domain name or mailbox name so as to infringe upon the rights of any other person whether in statute or common law, in a corresponding trade mark or name;
- send or receive material protected by intellectual property laws or any other laws anywhere in the world unless you own those rights or have received all necessary consents;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- employ a misleading email address or name or falsify any information in any part of any communication, including without limitation any email;
- hold The Phone Co-op or any of its third party contractors liable in relation to the accuracy, reliability, availability and/or performance of resources accessed through the Internet which, you acknowledge, are beyond the control and are not in any way warranted or supported by The Phone Co-op or its third party contractors; or
- permit any third party to do any of the above.

### **C. Intellectual property**

1. The Site (including the design, text, graphics and any other material appearing on the Site), its content and software are protected by copyright, trade marks and other intellectual property rights which are owned or controlled by us or third parties who have granted us licences to use the same. You agree to comply with all copyright notices, information or restrictions contained in any information accessed through the Site.

2. You may store, manipulate, analyse, reformat, print and display the content supplied solely for your own personal use. In no event are you permitted to publish, re-transmit, re-distribute or otherwise re-produce any of the content supplied to you or which appears on this Site in any format to anyone and you are prohibited from using any such content in connection with any business or commercial enterprise including, without limitation, any securities, investment, accounting, banking, legal or media business or enterprise.

### **D. Disclaimer**

The Site is provided as a free service available to Internet users. By using the Site you understand and acknowledge that no legal relations are created between you and The Phone Co-op.

Information contained on the Site which has been provided by third parties and/or information on any other website which is accessed via the Site has not been independently verified by The Phone Co-op.

Neither The Phone Co-op nor any of its officers, agents and/or employees will be liable for damages arising out of or in connection with any third party websites and will not be held responsible in any way for any transaction entered into between you and third parties offering goods or services on the Site ("Partner").

While we take every care to ensure that the standard of the Site remains high, the Internet is not a stable medium and errors, omissions and interruptions may occur at any time.

Neither The Phone Co-op, nor any of its officers, agents and/or employees give any representation or warranty as to the accuracy, completeness and/or reliability of any content on the Site, or as to any information contained on any website whatsoever which is accessed via the Site or as to the fitness of the Site for any particular purpose.

The Phone Co-op, its officers, agents and employees disclaim and exclude to the fullest extent permitted by law all liability for any loss or damage whatsoever arising in tort, contract, equity or otherwise and arising out of or in relation to your use of or inability to use the Site.

## **E. Liability**

1. All warranties, conditions, undertakings, representations and terms whether expressed or implied, statutory or otherwise are hereby excluded to the fullest extent permitted by law.
2. Save in respect of liability for death or personal injury arising out of negligence, The Phone Co-op and all contributors to this Site hereby disclaim and exclude to the fullest extent permitted by law all liability for any loss or damage whatsoever and howsoever incurred including any direct, indirect, consequential, special or secondary loss or damage including any damage to goodwill or property or with respect to loss of data, income or profits or any loss of anticipated savings incurred by you, whether arising in tort, contract or otherwise, and arising out of or in relation to or in connection with your access to or use of or inability to use this Site, or any software or content supplied to you in connection with the Site, or any services we provide or make available to you through or in relation to our Site, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure even if The Phone Co-op or its employees or agents are advised of the possibility of such damages, losses or expenses.
3. The Phone Co-op's maximum aggregate liability under this agreement whether arising from negligence, breach of contract or otherwise shall be limited in respect of one incident or series of two or more related incidents to an amount equal to the cover provided to The Phone Co-op under its policies of insurance.
4. Any dealings you have with third parties via the Site are your responsibility. Should a dispute arise between yourself and any third party due to use of the Site we will use our reasonable endeavours to assist its resolution but we will not be responsible for any loss or damage suffered as a result.

5. We may provide links, including hypertext links, from our Site to other websites, resources, advertisements or sponsorships, either directly or indirectly through the contractual partners, which are not under our control. Information contained on the Site which has been provided by third parties and/or information on any other website which is accessed via the Site has not been independently verified by The Phone Co-op . We accept no responsibility for these links and do not endorse their contents and we shall have no liability to you for any failure on the part of the operator of the linked site or any of its suppliers to fulfil any obligation owed to you or for any defective or deficient product or service any of them might supply to you. If you decide to access other websites, you do so completely at your own risk.

## **F. Indemnity**

You will fully indemnify and hold harmless The Phone Co-op from and against any and all actions, threats, proceedings, claims, liabilities, losses, damages, costs and/or expenses (including without limitation reasonable legal expenses, direct, indirect or consequential losses, economic losses or other loss of profits, business or goodwill) which may be suffered or incurred by The Phone Co-op and/or its employees and/or agents directly or indirectly arising out of or in connection with any breach by you of these Terms of Use.

## **G. Variation of content**

The Phone Co-op reserves the right in its absolute discretion at any time and without notice to remove, amend or vary any of the content which appears on any page of this Site.

## **H. Data Protection**

The privacy of your information is very important to us and our Privacy Policy covers our use of any information you provide.

## **I. Submissions**

All information and material submitted to and accepted by The Phone Co-op via the Site by way of user reviews shall be deemed to be and shall remain the property of The Phone Co-op . We shall be free to use, edit, copy, republish and distribute (for any purpose) any such information and material and you will not submit any such content unless you are able to grant this right. We shall not be subject to any obligations of confidence regarding such information or materials except as required by law.

## **J. Termination of access**

We reserve the right in our sole discretion to deny you access to our Site or any part of our Site without notice if you are in breach of these Terms of Use.

## **K. Invalidity**

If any part of our Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **L. Governing law**

These Terms of Use shall be governed by and interpreted in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to resolve any disputes between us.

## **M. Notices**

Notices given under this agreement shall be delivered by hand or sent by prepaid first class post or electronic mail in the case of either party. Electronic mail shall be deemed to be delivered when it is sent.

## **N. Entire Agreement**

Save in case of fraudulent misrepresentation or fraudulent concealment, these Terms of Use set out the whole of our agreement relating to use of and access to the Site. They may not be varied by you at any time. Nothing said by any sales person on behalf of The Phone Co-op should be understood as a variation of these Terms of Use or an authorised representation about the Site or the nature and quality of items displayed thereon. The Phone Co-op shall have no liability for any such representation being untrue or misleading.

Any questions should be directed to: [website@thephone.coop](mailto:website@thephone.coop).