

# CPL INDUSTRIES

## About our Terms

- 1.1 These Terms explain how you may use the websites of CPL Industries Limited and the websites of its direct and indirect subsidiaries (the **Site**).
- 1.2 References in these Terms to the Site includes the following websites and all websites of CPL Industries Limited and its subsidiaries:
  - 1.2.1 [cplindustries.co.uk](http://cplindustries.co.uk)
  - 1.2.2 [cpldistribution.co.uk](http://cpldistribution.co.uk)
  - 1.2.3 [coals2u.co.uk](http://coals2u.co.uk)
  - 1.2.4 [logs2u.co.uk](http://logs2u.co.uk)
  - 1.2.5 [activated-carbon.com](http://activated-carbon.com)
  - 1.2.6 [cplfelthams.co.uk](http://cplfelthams.co.uk)
  - 1.2.7 [coalproducts.co.uk](http://coalproducts.co.uk)
  - 1.2.8 [cplrefractories.co.uk](http://cplrefractories.co.uk)
  - 1.2.9 [cplfuels.ie](http://cplfuels.ie)
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by e-mail at [cplenquiries.co.uk](mailto:cplenquiries.co.uk).

## 1.7 Definitions

<b>Content</b>	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
<b>Terms</b>	means these terms and conditions of use as updated from time to time under clause 11;
<b>Online terms and conditions for the supply of goods</b>	means the terms and conditions which will apply to you when ordering goods using the relevant Site;
<b>Privacy policy</b>	means the privacy notice issued by us (and available on <a href="http://www.cplindustries.co.uk">www.cplindustries.co.uk</a> ) and which governs how we process any personal data collected from you;
<b>Site</b>	has the meaning given to it in clause 1.1;
<b>We, us or our</b>	means CPL Industries Limited, company registration number 02993245 and the registered office of which is at Westthorpe Fields Road, Killamarsh, Sheffield, S21 1TZ acting for itself and as agent for and on behalf of its subsidiaries. References to us in these Terms also includes our group companies from time to time. Details of our group companies are available on <a href="http://cplindustries.co.uk">cplindustries.co.uk</a> ; and
<b>You or your</b>	means the person accessing or using the Site or its Content.

## **2 Using the Site**

- 2.1 You agree that you are solely responsible for:
- 2.1.1 all costs and expenses you may incur in relation to your use of the Site; and
  - 2.1.2 keeping your password and other account details confidential.
- 2.2 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

## **3 Ownership, use and intellectual property rights**

- 3.1 Each Site and all intellectual property rights in it including but not limited to any Content are owned by us. Intellectual property rights means rights such as: copyright, trade marks, database rights and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property created, developed or used in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.
- 3.2 Nothing in these Terms grants you any legal rights in any Site or in any of our intellectual property rights other than as necessary to enable you to access the Site. You agree not to adjust or to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

## **4 Submitting information to the Site**

- 4.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential.
- 4.2 You must only use our Site for lawful purposes. You must not use our Site:
- (a) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose of effect;
  - (b) to transmit any unsolicited or unauthorised advertising or promotional material;
  - (c) in any way that knowingly introduces viruses, trojans, worms or other malicious or technically harmful material.

## **5 Accuracy of information and availability of the Site**

- 5.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.
- 5.2 We may suspend or terminate operation of the Site at any time as we see fit.
- 5.3 You may have certain legal rights when using the Site (such as if the Online terms and conditions for the supply of goods apply to you). These are also known as 'statutory rights' as they are derived from laws such as the Consumer Rights Act 2015.
- 5.4 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 5.5 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.
- 5.6 Any data collected on our Site will be used in accordance with our privacy policy.

## **6 Hyperlinks and third party sites**

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

## **7 Limitation on our liability**

- 7.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:
- 7.1.1 losses that:
    - (a) were not foreseeable to you and us when these Terms were formed; or
    - (b) that were not caused by any breach on our part
  - 7.1.2 business losses;
  - 7.1.3 losses to non-consumers; and
  - 7.1.4 any indirect, special and consequential losses.

## **8 Events beyond our control**

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

## **9 Rights of third parties**

No one other than a party (which includes subsidiaries of CPL Industries Limited to the extent you use one of the Sites) to these Terms has any right to enforce any of these Terms.

## **10 Variation**

These Terms are dated 22 May 2018. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

## **11 Disputes**

- 11.1 We will try to resolve any disputes with you quickly and efficiently.
- 11.2 If you are unhappy with us please contact us as soon as possible.
- 11.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:
  - 11.3.1 let you know that we cannot settle the dispute with you; and
  - 11.3.2 give you certain information about alternative dispute resolution options. [You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal:  
<https://europa.eu/youreurope/citizens/consumers/consumers-dispute-resolution/out-of-court-procedures>.
- 11.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.
- 11.5 Relevant United Kingdom law will apply to these Terms.