

# Website Terms Of Use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.zenithaviation.co.uk](http://www.zenithaviation.co.uk) (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

## Information about us

[www.zenithaviation.co.uk](http://www.zenithaviation.co.uk) is a site operated by Zenith Aviation Limited (we or us). Zenith Aviation Limited is registered in England under company number 07395401. We have our registered office at 45 Westerham Road, Sevenoaks, Kent TN13 2QB.

To contact us, please send us a message <https://www.zenithaviation.co.uk/contact> or e-mail [info@zenithaviation.co.uk](mailto:info@zenithaviation.co.uk)

### Other applicable terms

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

- Our Privacy and Cookie Policy sets out the terms on which we process any personal data we collect from you or that you provide to us and information about the cookies on our site. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

## Accessing our site

Our site is made available free of charge.

Access to our site is permitted on a temporary basis, and we reserve the right to suspend, withdraw or amend the service we provide on our site (see below) for business and operational reasons. We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

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

When using our site, you must comply with the provisions of our Acceptable Use Policy.

You are responsible for making all arrangements necessary for you to have access to our site. 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.

## Intellectual property rights

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 reference and you may draw the attention of others within your organisation to material 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 material on our site must always be acknowledged.

You must not use any part of the materials 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.

## Reliance on information posted

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.

# We may make changes to these terms

We amend these terms from time to time. Every time you wish to use this site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 6<sup>th</sup> July 2018.

# We may make changes to our site

We may update and change the content of our site regularly to reflect changes to our services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

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 or operational reasons. We will try to give you reasonably notice of any suspension or withdrawal.

# Our liability

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We, other members of our group of companies and third parties connected to us, hereby exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

If you are a consumer user:

- If we fail to comply with these terms of use, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms of use or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach of these terms.
- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## Viruses, hacking and other offences

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## 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, but 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 from 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. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of material on our site other than that set out above, please address your request to [webmaster@zenithaviation.co.uk](mailto:webmaster@zenithaviation.co.uk)

## Links from our site

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 and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## Jurisdiction and applicable law

If you are a consumer, these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims), are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## Trade marks

Zenith Aviation Limited is a trade mark of Zenith Aviation Limited. You are not permitted to use it without our approval, unless it is part of material you are using as permitted under Intellectual property rights (see above).

## Your concerns

If you have any concerns about material which appears on our site, please contact [webmaster@zenithaviation.co.uk](mailto:webmaster@zenithaviation.co.uk)

Thank you for visiting our site.