

## **TERMS AND CONDITIONS**

### **Terms and Conditions**

#### **Terms and Conditions applying to use of the Eversholt Rail Limited website**

This website (<http://www.eversholttrail.co.uk/>) ("Our Site") is operated by Eversholt Rail Limited ("We", "Us", "Our"). We are a limited company registered in England and Wales under company number 06953114, with Our registered office at Chancery House, Floor 1, 53-64 Chancery Lane, London, WC2A 1QS, United Kingdom. Our VAT number is GB 100 1151 08.

These terms and conditions set out the basis on which you may access, and/or download resources and information ("Materials") from Our Site. These terms and conditions form a legally binding agreement between you and Us. Please read them carefully before you start to use Our Site. By using Our Site you indicate that you accept these terms and conditions and you agree to be bound by them. If you do not agree to these terms and conditions please do not use Our Site.

#### **Terms and Conditions applying to your use of Our Site**

1.1 Information about you. We process information about you in accordance with Our privacy policy [http://www.eversholttrail.co.uk/downloads/data\\_protection.pdf](http://www.eversholttrail.co.uk/downloads/data_protection.pdf) (Privacy Policy). By using Our Site, you agree to the terms of our Privacy Policy.

#### **Access**

2.1 We shall not be liable if for any reason Our Site is unavailable at any time or for any period.

2.2 Access to Our Site may be suspended temporarily and without notice (including, without limitation) in the case of system failure, maintenance or repair or for any other reason whatsoever.

#### **Linking to Our Site**

3.1 You are not permitted to link to any part of Our Site and you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part.

#### **Linking from Our Site**

4.1 Where Our Site contains links to other sites and resources provided by third parties, these links are provided for your information and convenience only and do not imply an endorsement of the material on such sites or of any association with their operators. 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.

#### **Reliance on information posted on Our Site**

5.1 Commentary and Materials posted on Our Site are not intended to amount to advice on which reliance should be placed. Except as expressly set out in these Terms and Conditions, We hereby exclude, to the fullest extent permitted by law, all representations, warranties, terms and conditions whether express or implied in relation to Our Site and the information contained herein and Materials posted thereon and disclaim all liability and responsibility

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6.2 The Materials on Our Site are provided for general information only and should not be relied upon or used as the sole basis for making decisions.

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6.7 We do not make any warranties or representations regarding use of the Materials or information on Our Site in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

6.8 You must not misuse Our Site by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful. You must not attempt to gain unauthorised access to Our Site, the servers 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.

## **Notice and take down**

7.1 It is not possible for Us to monitor all content posted on Our Site. If you believe that any content posted on Our Site is defamatory and/or breaches these Terms and Conditions, please assist Us by notifying the same to [london.office@eversholtrail.co.uk](mailto:london.office@eversholtrail.co.uk). We will use all reasonable endeavours to remove defamatory content from Our Site within a reasonable timeframe.

## **Intellectual Property Rights**

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UK Trade Mark Registration No. 3104704 (RENATUS) and EUROPEAN Trade Mark  
Registration No. 008730822 (TAPAS).

### **Governing Law**

9.1 These Terms and Conditions and all issues relating to Our Site shall be governed by and construed in accordance with English law.