



## Website Terms and Conditions of use

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In these terms and conditions:

**“Conditions”** means these terms and conditions of use;

**“Designated Users”** means the individuals who have obtained passwords to access the website.

**“Our”, “us”, “we”** means **The Capital Group Ltd** whose primary place of business is:  
**Castle Malwood**  
**Minstead**  
**Hampshire**  
**SO43 7PE**

**“You”** and **“your”** means the organisation and/or person who agrees to use this site in accordance with the conditions including all designated users; **“website”** means the entire contents of this website operating under the domain name [www.capitalgp.co.uk](http://www.capitalgp.co.uk).

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This legal notice applies to the entire contents of this website and to any correspondence by email between us and you. Please read these terms carefully before using this website. Using this website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use this website.

#### **Introduction**

By accessing any part of this website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this website immediately.

We may revise this legal notice at any time by updating this posting. You should check this website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this website.

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Passwords are for use by you only and such use shall be pursuant to these conditions. It shall remain the sole responsibility of you to ensure that any passwords may not be published on the World-Wide Web or in any other publications that can be accessed by the public at large.

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Our support team are available between the hours of 09:00 a.m. and 17:00 p.m. UK local time, Monday to Friday (excluding Christmas Day, Boxing Day, and New Years Day and all other UK public holidays). Limited access to this website may be available outside of the support hours and cannot be guaranteed. In any event, this website may be unavailable for use during routine maintenance.

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Other than personally identifiable information which is included in our Data Privacy Policy, any material you transmit or post to this website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from this website any material that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance & inconvenience; or:

- For which you have not obtained all necessary licences and/or approvals; or
- Which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- Which is technically harmful (including, without limitation, computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not attempt to gain unauthorised access to any part of this website, other accounts or designated user accounts, or any computer systems or networks connected to the website either through hacking, password mining or any other means. You may not collect or attempt to collect personal information relating to others through use of this website.

You may not use this website in a way that breaches these conditions (or their spirit) or any applicable law or regulations, or in a way that causes or is likely to cause any damage, interruption or impairment of this website.

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of the above paragraphs.

### **Links to and from other websites**

Links to third party websites on this website are provided solely for your convenience. If you use these links, you leave this website. We have not reviewed all of these third party websites and we do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this website, you do so entirely at your own risk.

You must seek and obtain the written consent of the company before creating any link to this website. All authorised links to this website must be to the homepage of this website and make it clear that this website and its contents are distinct from the website containing the link.

### **Disclaimer**

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant the accuracy and completeness of the material on this website. We may make changes to the material on this website, or to the products and prices described in it, at any time without notice. The material on this website may be out of date, and we make no commitment to update such material.

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Nothing in this legal notice shall exclude or limit our liability for: death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or fraud; or misrepresentation as to a fundamental matter; or any liability which cannot be excluded or limited under applicable law.

If your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

**General**

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts