

GUIDANCE MARINE LIMITED

TERMS AND CONDITIONS FOR THE USE OF THE COMPANY WEBSITE

Introduction

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, do not use our website. The website is operated by Guidance Marine Limited on its own behalf and on behalf of its subsidiary companies (for details see "Our Contact Details" below).

Intellectual Property Rights

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

Licence to use our website

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions below: You must not without our consent:

- a) copy or republish material from this website
- b) (including republication on another website);
- c) sell, rent or otherwise sub-license material on the website;
- d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- e) edit or otherwise modify any material on the website;
- f) redistribute material from this website.

Availability

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend any service on our website without notice. We will use our reasonable endeavours to make the website available but cannot guarantee that it will operate continuously or without interruption or be error-free and we accept no liability if, for any

reason, it is unavailable at any time or for any period.

Acceptable Use

You may use our website only for lawful purposes. You may not use our website:

- g) in breach of any applicable local, national or international law or regulation;
- h) in an unlawful or fraudulent way, or with that effect;
- i) to send, knowingly receive, upload, download, use or re-use any material which may be defamatory, unlawfully discriminatory, abusive or offensive ;
- j) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any spam;
- k) knowingly to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or code designed to adversely affect the operation of any computer software or hardware.

You also agree not to access without authority, interfere with, damage or disrupt:

- l) any part of our website;
- m) any equipment or network in which our website is stored;
- n) any software used in the provision of our website; or
- o) any equipment or network or software owned or used by any third party via our website.

Restricted Access

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion. If we enable you to access restricted areas of our website or other content or services, you must create a password and ensure that your password is kept confidential. You accept responsibility for all actions taken using your password. We may suspend or terminate your access at any time at our sole discretion.

Limitations of Liability

The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise. Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in connection with our website, whether direct or indirect, and whether arising in tort, contract, or otherwise.

However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Uploading material to our website

Whenever you make use of a feature that allows you to upload material to our website, or to make contact with us, you must comply with these terms and conditions. You warrant that any such contribution complies with these terms and conditions, and you indemnify us for any breach of that warranty.

Save for curriculum vitae or job applications which may be uploaded to our website (which we will treat as confidential and only provide access to our employees and agents for review), any material you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third

party who is claiming that any material posted or uploaded by you to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website. We have the right to remove any material or posting you make if, in our opinion, such material does not comply with the restrictions set out in these terms and conditions.

Viruses, hacking and other offences

You must not attempt to gain unauthorised access our website constitutes a violation of their intellectual property rights, or of their right to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We reserve the right to report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

We will not be liable for any loss or damage caused by a denial of service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

Linking to our website

You may not link to our website without our express consent and if you want to do so please contact website@guidance.eu.com.

If we give our permission you may only link to our homepage, in a way that is fair and legal and does not damage our reputation or take advantage of it. 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 website must not be framed on any other website. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our website other than that set out above please address your request to website@guidance.eu.com.

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the content 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.

Variation

We may revise these terms and conditions from time to time. Please check this page regularly to ensure you are familiar with the current version.

Entire Agreement

These terms and conditions constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

Law and Jurisdiction

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

Our Contact Details

Guidance Marine Limited is registered in England & Wales under company number 05231840

The rights of Guidance Marine Limited under these terms and conditions extend to all such subsidiary companies.

Our registered address is:

4 Dominus Way
Meridian Business Park
Leicester
LE19 1RP

You can contact us by email to enquiries@guidance.eu.com

by telephone on +44 116 229 2600,
or by fax on +44 116 229 2604.