

# Website Terms and Conditions of Use

Updated Feb 2015

## 1. INTRODUCTION

1.1 These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

1.2 This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of Midwich's privacy policy.

## 2. INFORMATION ABOUT MIDWICH LTD

2.1 [www.midwich.com](http://www.midwich.com) and [www.midwichgroup.com](http://www.midwichgroup.com) are sites operated by Midwich Ltd ("Midwich" "We" "Our" "Us"). We are a limited company registered in England and Wales under company number 01436289 and our registered office is Vinces Rd, Diss, Norfolk, IP22 4YT. Our VAT number is GB 765 3317 22.

**WE ARE A TRADE-ONLY SPECIALIST, TECHNOLOGY SOLUTIONS DISTRIBUTOR. THESE TERMS AND CONDITIONS (THE "CONDITIONS") GOVERN THE SALE OF MIDWICH GOODS TO COMMERCIAL BUYERS, RETAILERS, SERVICE PROVIDERS AND SIMILAR COMMERCIAL ENTITIES.**

## 3. DEFINITIONS

"Administrator" means the person who is employed and charged by the Buyer to administrate and authorise users on behalf of the Buyer;

"Buyer" means the company, with whom the Midwich has established a trading relationship;

"Goods" means the Goods (including any instalment of the Goods or any parts for them and which, for the avoidance of doubt, may include any services offered by the Midwich) which Midwich is to supply in accordance with these Conditions;

"Open Online" means the ability to use Midwich's security online credit facility to pay for goods.

"Seller" means Midwich Limited, Vinces Road, Diss, Norfolk, IP22 4YT;

"User" means the person who is employed by the Buyer and who accesses [www.midwich.com](http://www.midwich.com) on behalf of the Buyer;

"Website terms and conditions of use" means the terms and conditions for access to the Midwich website by the Buyer and its Users;

"Terms and Conditions of supply" means the standard Midwich Limited trading terms and conditions of supply, which deal with the commercial and trading aspects between the Buyer and Midwich Limited.

## 4. ACCESS TO OUR WEBSITE

4.1 Unless otherwise stated, Midwich and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

4.2 You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

4.3 You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purposes without obtaining a licence to do so from us or our licensors;
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution.

4.4 Your rights to use our site will cease immediately if you breach these terms of use and you must, at our option, return or destroy any copies of the materials you have made.

## 5. ACCEPTABLE USE

5.1 You must not:

- use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without the express written consent .
- use this website to transmit or send unsolicited commercial communications.
- use this website for any purposes related to marketing without Our express written consent.

## 6. OBLIGATIONS OF THE BUYER

6.1 The Buyer will appoint a Website “Administrator”.

6.2 The Administrator shall be the person responsible for the use of www.midwich.com on behalf of the Buyer.

6.3 The Buyer may change the person appointed to be the Administrator, either by using the on-line facility or by informing Midwich Limited in writing of the new identity of the Administrator.

6.4 The Buyer shall ensure that they meet all technical requirements of www.midwich.com access and that Midwich Limited shall not be liable for any losses which result due to technical incompatibilities or system errors.

6.5 The Buyer shall take all reasonable steps to ensure that its authorised Administrator and Users shall not pass any user login details to third parties under any circumstances.

6.6 If a user leaves the company it is the buyers responsibility to contact Midwich by writing informing us and requesting to have that users log in credentials removed from www.midwich.com or any other group website.

## 7. OBLIGATIONS OF THE ADMINISTRATOR

7.1 The Administrator is obliged to carry out the following duties:

- i. Authorisation, approval and access level setting of new and existing Users;

- ii. Removal, deletion and amendments of Users who have left the company or are deemed not to be fit to use [www.midwich.com](http://www.midwich.com) on behalf of the Buyer for any reason;
- iii. Ensuring that all Buyer company details held on [www.midwich.com](http://www.midwich.com), including but not limited to postal and delivery addresses, are correct;

7.2 The Buyer acknowledges that it is solely responsible for the actions of the Administrator and the modifications made of any data.

## 8. OBLIGATIONS OF THE USER

8.1 The User must at all times be acting on behalf of the Buyer in any actions performed using [www.midwich.com](http://www.midwich.com).

8.2 The User shall not pass any security details (such as, but not limited to usernames and passwords) to 3rd parties under any circumstances.

8.3 On ceasing to represent or be employed by the Buyer, the user shall not use any supplied login information relating to the Buyer for accessing [www.midwich.com](http://www.midwich.com) or the Open online facility of [www.midwich.com](http://www.midwich.com).

## 9. SECURITY AND LOGIN

9.1 [www.midwich.com](http://www.midwich.com) login credentials comprise of three elements:

1. The Buyer's Midwich Limited Account Number.
2. The Username (any alphanumeric combination).
3. The User's secret Password (Any alphanumeric combination).

9.2 The use of the login information indicates proof that the Buyer consents to orders and information placed by it or in its name.

9.3 The Buyer, the Administrator and the User will use best endeavours to ensure that the login information, especially the Password, remains confidential.

9.4 Midwich Limited reserves the right to remove online access from any user upon unacceptable or unlawful use of [www.midwich.com](http://www.midwich.com).

## 10. LINKING

10.1 The website contains links to other websites. Any Content downloaded or otherwise obtained from the website is obtained at your own risk. Midwich accepts no responsibility or liability for the content of other websites which are not under the strict control of Midwich. Any link is not intended to be, nor should it be construed as an endorsement of any kind by Midwich.

10.2 You may not create a link to this website from another website or document without Midwich's prior written consent.

## 11. YOUR USER CONTENT

11.1 In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

11.2 You grant to Midwich a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant Us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

11.3 Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Midwich or a third party (in each case under any applicable law).

11.4 You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

11.5 We reserve the right to edit or remove any material submitted to this website, or stored on

Our servers, or hosted or published upon this website.

11.6 Notwithstanding Our rights under these terms and conditions in relation to user content, We do not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## 12. NO WARRANTIES

12.1 This website is provided “as is” without any representations or warranties, express or implied. We make no representations or warranties in relation to this website or the information and materials provided on this website.

12.2 Without prejudice to the generality of the foregoing paragraph, We do not warrant that:

- i. this website will be constantly available, or available at all; or
- ii. the information on this website is complete, true, accurate or non-misleading.

12.3 Nothing on this website constitutes, or is meant to constitute, advice of any kind.

## 13. LIMITATIONS OF LIABILITY

13.1 We will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- i. (i) to the extent that the website is provided free-of-charge, for any direct loss;
- ii. (ii) for any indirect, special or consequential loss; or
- iii. (iii) for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

13.2 These limitations of liability apply even if We had been expressly advised of the potential loss.

13.3 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

13.4 All data present on [www.midwich.com](http://www.midwich.com) is correct at time of publication. Midwich Ltd cannot accept responsibility if any data changes or is not updated

## 14. PRIVACY

14.1 Midwich’s privacy policy can be seen by clicking [@!^](#). This privacy policy forms part of these terms and conditions.

## 15. REASONABLENESS

15.1 By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

## 16. UNENFORCEABLE PROVISIONS

16.1 If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## 17. INDEMNITY

17.1 You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim incurred or suffered by Us, arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## 18. BREACHES OF THESE TERMS AND CONDITIONS

18.1 Without prejudice to other rights under these terms and conditions, if you breach these terms and conditions in any way, We may take such action as We deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## >19. VARIATION

19.1 We may revise these terms and conditions from time-to-time without any notice to you. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## 20. ASSIGNMENT

20.1 We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

20.2 You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## 21. SEVERABILITY

21.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 22. ENTIRE AGREEMENT

22.1 These terms and conditions [together with Our standard Terms and Conditions of Sales], constitute the entire agreement between you and Us, in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

## 23. BRIBERY ACT 2010

23.1 The Buyer acknowledges and understands its legal and moral obligations as detailed in the Bribery Act 2010.

23.2 The Buyer has an active Anti Bribery and Corruption Policy in place which reflects its zero tolerance approach to acts of bribery.

23.3 This Policy has been fully trained out to all staff of the Buyer. The staff understand the ramifications of the Act and how it should influence their behaviour in their dealings with suppliers.

## 24. LAW AND JURISDICTION

24.1 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) however nothing in this clause shall limit the right of the Midwich to take proceedings against You in any other court of competent

jurisdiction nor shall the taking of proceedings in any one or more jurisdiction preclude the Supplier from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.