

Terms and Conditions

Terms of Use for CaterNsure

Welcome to this **CaterNsure** Website, which is a trading style of **IPG Retail Ltd**.

• Terms

These are the terms and conditions (Terms) which govern your use of any of the IPG Retail Ltd websites and any of the available, associated mobile apps. These Terms apply regardless of whatever user device you are using (including desktop, laptop or mobile web browser, digital television, mobile phones, automobile-based personal computers, handheld digital devices, and any other Mobile Device or enabled technology).

You will be deemed to have agreed to be bound by these Terms when you use, access or browse any IPG Retail Ltd website "Site", register your details with us or subscribe for email or online products and services.

For the purposes of these Terms: "Content" includes all or part of any logos, images text, graphics, layout, audio or moving images, product details and/or software published or otherwise available on the Site from time to time (including, anything made available for download.

• Changes to these Terms

We may change these Terms from time to time. Please check these Terms regularly as any changes are effective immediately upon posting to the relevant Site. Your continued use of the Site after posting will be deemed acceptance of any changes.

• CaterNsure

CaterNsure is a trading style of **IPG Retail Limited**, Quay House, 1st Floor, The Waterfront, Level Street, Brierley Hill. DY5 1XD. Company No: 08365919. IPG Retail Limited are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA number is 595853.

You can check these details by visiting the FCA website <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768 (Freephone) or 0300 500 8082 from the UK.

• Registration

Access to some IPG Retail Ltd Sites and areas is restricted to users who have registered their details with us. If you have a password for registration, you shall not share or disclose it to any third party, nor allow any third party to use your password to gain access to the areas and services for registered users. We may refuse or remove or suspend your registration at any time.

• Intellectual Property

We are the owner or the licensee of all intellectual property rights in the Site the Content and the Trade Marks. Subject to these Terms, we grant you a limited, temporary, revocable, and non-exclusive licence to access, browse and use the Site (s) (including the Content and Trade Marks) for personal non-commercial use only. You may only download and print extracts of the Content for your own personal non-commercial use. You may not download or print any Content or extracts in order create a database or any other storage facility whether in electronic or paper form comprising all or part of the Content from the Site. You agree not to reproduce, republish, modify, archive, distribute, store, archive or commercially exploit the Content without our prior written consent; nor modify or adapt or create derivative works of the Content; nor utilise links to this website received as part of a paid-for media monitoring service; nor copy or extract data from this website by means of robots, spiders, crawlers or other automatic devices or by any manual process used to systematically extract or copy web content.

• Compliance with Law

When you are accessing, browsing or using or registering for use of the Site, you must do so lawfully and legitimately and without infringing or restricting anyone else's rights or use and enjoyment of the Site. In particular, you must not use the Site in a manner or upload any material or link to any material which is false, fraudulent, inaccurate or misleading, obscene, offensive, defamatory, abusive or in breach of any third-party rights (including intellectual property right). At any time without notice and in our absolute discretion, we may permanently or temporarily terminate, suspend or deny access to the Site or any part thereof and we may remove or edit any Content on the Site.

• Submission of Media Material

If you submit any comment, article, photographic or video imagery to us, you agree:

to grant us a royalty free, worldwide, perpetual license to use, copy, distribute, publish, republish, store, archive, syndicate, sub-license, transmit, adapt, edit, create derivative works from, perform, exercise publicity and copyright rights in relation to such material (including any ideas, concepts or formats) in any manner and in any format and/or media;

that we may disclose your identity to any third party making any claim or assertion of any kind in relation to your material; and

that we may monitor your use of the Site and any communications made via the Site.

In submitting material to us, you warrant that any material you submit:

is your own original work and that you own the copyright and any other relevant rights;

is not obscene, threatening, menacing, offensive, defamatory, abusive, in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or otherwise in breach of or violates any applicable law or regulation or code, and you shall indemnify us and

keep us fully indemnified against any third-party liabilities, claims, costs, loss or damage we incur as a result of publishing material you submit to us, including consequential losses.

We may choose to publish or not publish any material you submit to us and exercise our rights in relation to that material in our absolute discretion. We accept no liability for any content submitted by you or other users and third parties.

- **Data Protection and Privacy**

Full details of the way in which we use cookies on the Site and how we hold and process information from which we can identify you or any third party are set out in our Privacy and Cookie Policy.

- **E-commerce**

Most of the online sales and other e-commerce services available via an IPG Retail Ltd site are provided either by us as an agent for third party suppliers or directly by third parties via websites that are framed on the Site. Where we act as a supplier, specific terms and conditions will apply to any resulting online sales and these will be drawn to your attention before the sale is complete.

- **Third party links**

The Sites may contain hypertext links to third party websites. If so, we are not responsible for, nor do we endorse in any way such third-party websites or their content. If you decide to access any of the third-party websites linked to the Site, you do so entirely at your own risk.

- **Advertising and Sponsorship**

Parts of the Sites may contain advertising and sponsorship. Advertisers and sponsors are solely responsible for ensuring that material submitted for inclusion on the Site complies with all legal and regulatory requirements and does not contain any material which is objectionable including, without limit, information which is defamatory, obscene, threatening or untrue. We are not responsible for any such material or any error or inaccuracy contained in such material and any issues which you may have should be raised directly with the relevant advertiser or sponsor.

- **Promotions**

From time to time we may run promotions on the Site which will be subject to additional terms and conditions that will be made available to you at the relevant time.

• Exclusions and Limitations of Liability

All information and/or data on the Sites is provided on an “as is” basis. Save to the extent required by law, no representations, warranties or terms of any kind are made (or shall be implied by statute or otherwise) in respect of the Sites or their Content, including, without limitation, warranties of satisfactory quality, conformity to contract, accuracy, adequacy, conformity to description or fitness for any particular purpose.

All information and/or data on the Site is provided by us and our data providers for your general information only and use and is not intended for investment decision purposes or to address your particular financial or other requirements. APPROPRIATE EXPERT INDEPENDENT ADVICE SHOULD BE OBTAINED BEFORE MAKING ANY INVESTMENT DECISIONS. Neither IPG Retail Ltd nor any of its data providers or affiliates gives any warranty or guarantee relating to availability of the Site or that the Site and/or our operation of it, the Content are error or virus free or free of other harmful components or that your use of the Site and/or the Content will be uninterrupted.

You agree that IPG Retail Ltd and all its subsidiary companies, their directors, employees, agents or other representatives, data providers will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances for any amount or kind of loss or damage (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any anticipated loss of profit, loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages of any kind) that may result to you or a third party arising from or connected in any way to use of or reliance on the information contained on the Site(s). Notwithstanding any provision of these Terms, IPG Retail Ltd does not exclude or limit its liability for: death or personal injury caused by its negligence or that of any of its officers, employees or agents; or fraudulent misrepresentation; or any liability which it is not lawful to exclude either now or in the future.

• General

These Terms (together with any variations to them pursuant to section 2) form the entire agreement between the parties concerning your access to, browsing and/or use of the Site and supersede all prior agreements, arrangements, understandings and representations made between us (whether written or oral) concerning the Site.

If the whole or any part of any provision of these Terms is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from these Terms and rendered ineffective so far as is possible without modifying the remaining provisions of these Terms and shall in no way affect the validity or enforceability of any other provisions.

These Terms are not intended to create and shall not create any rights, entitlements, claims or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999. These Terms and/or your use of the Site shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction over any dispute which may arise.