

## **Adler Fairways Trading as**

### **Just Hair & Beauty**

## **Website Terms of Use**

### **Introduction**

Your use of this website is subject to these terms and conditions of use (“Terms of Use”) and the Cookie and Privacy policies. Please read these terms carefully – they apply to your use of this website. By proceeding to our website, you are deemed to have accepted these terms.

Please note this website is intended for use by residents of the UK only. The site is not applicable to residents/investors of other countries because the law in other countries may restrict the distribution of the information and products available on this website.

For the avoidance of doubt, none of the information on this website constitutes an offer to contract in any country in which it is available including the UK.

### **Alterations**

Just Hair and Beauty is a trading name of Adler Fairways Insurance Brokers Limited. Adler Fairways, Adler Insurance Brokers and Adler Fairways Insurance Group are registered trading names of Adler Fairways Insurance Brokers Limited. Adler Insurance Brokers Ltd (‘Adler Fairways’) reserves the right, at any time and without prior notice, to remove or cease to supply any product or service contained on this website. In the event that such removal takes place we shall not be liable to you in any way whatsoever for such removal.

Adler Fairways reserves the right to change the content, presentation, user facilities and availability of any part of the website at its sole discretion.

### **Applications for Products and Services**

Prices, and details of products and services (and any offers) posted online are subject to change without notice. All products and services are subject to availability and we give no guarantee in this regard. The provision of details of products and services on this website are not, and should not be construed as, an offer to sell or buy such products or services by the relevant company. The company advertising the products or services concerned may accept or reject your offer at its sole discretion.

### **Availability**

Adler Fairways will endeavour to ensure that this website is accessible for 24 hours a day. However, we will not be liable if, for any reason, the website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to this website. You are also responsible for ensuring that all persons who access this website through your internet connection are aware of these Terms of Use, and that they comply with them.

Adler Fairways will not be liable for loss or damage arising if this website becomes unavailable or is suspended for any reason.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of those Terms of Use.

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If you print off, copy or download any part of this website in breach of these Terms of Use, your right to use this website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Changes to Terms and Records of Agreements**

Adler Fairways may amend these Terms of Use at any time by amending this page and such amendment shall apply to your use of this website after such amendment.

### **Data Protection and Privacy Policy**

All personal information you supply to Adler Fairways will be treated in accordance with the Data Protection Act 1998 (as amended) and the Privacy and Electronic Communications (EC Directive Regulations 2003).

When you supply personal data via this website, you will be told what that data will be used for at that point. Through your use of the website, you agree that personal information that is provided will be dealt with according to our Privacy Policy.

### **Monitoring**

Adler Fairways will monitor your use of this website and any resultant information may be used by Adler Fairways for its internal business purposes or in accordance with the rules of any applicable regulatory or self-regulatory organisation.

### **Our Liability**

Although we will use reasonable endeavours to ensure the material on the website is accurate, the material displayed on this website is provided without any guarantees, conditions or warranties as to its accuracy.

We, other members of our group of companies and third parties connected to us hereby expressly exclude any liability for any direct, indirect loss or damage incurred by any user in connection with this website or in connection with the use, inability to use, or results of the use of this website, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter.

The publication of the information provided on this website by Adler Fairways does not constitute a recommendation that you enter into any particular transaction nor a representation that any product and/or service detailed on this website is suitable or appropriate for you.

Certain products and/or services detailed on this website may involve significant risks, and unless you have fully understood all such risks and independently determined that such transactions are appropriate for you, you should not enter into any transactions.

You should not construe any of the information which is contained on this website as business, financial, investment, regulatory, tax, or accounting advice and this website should not be the prime basis for any investment decisions which are made by you or on your behalf.

### **Governing Law**

Any dispute or claim concerning or arising from this website shall be determined in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction in determining such disputes or claims.

### **Information**

Information contained on this website is provided for information purposes only and Adler Fairways will use all reasonable endeavours to ensure that it is accurate at the date of publication.

However, because of the nature of the Internet, there may be circumstances in which errors or omissions in the information may occur which are beyond the reasonable control of Adler Fairways. For example, unauthorised access by a third party.

Consequently, Adler Fairways will not be liable for loss or damages arising from the use of or reliance upon any information contained on this website, unless the accuracy of the information has been checked with and confirmed in writing by an authorised representative of, Adler Fairways before reliance is placed upon it.

### **Linking to Our Site**

You may link to pages and content on our web site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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. We reserve the right to withdraw linking permission without notice.

Our site must not be framed on any other site without our express prior written permission.

If you wish to make any use of material on our site other than that set out here, please contact [communications@adlerfairways.co.uk](mailto:communications@adlerfairways.co.uk).

### **Uploading Material to Our Site**

Whenever you make use of a feature that allows you to upload material to our site, or you make contact with other users of our site, you must comply with the standards set out in our Acceptable Use Standards section (below). You warrant that any such contribution does comply with those standards and you indemnify us for any breach of that warranty.

Any material you upload to our site 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 our site constitutes a violation of their intellectual property rights, or their right 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 site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the terms set out in the Acceptable Use Standards section.

### **Links to Third Party websites**

Adler Fairways cannot and have not reviewed all pages of the sites linked to this web site and therefore cannot be liable for their content. Users link to other sites at their own risk and use such sites according to the terms and conditions of use of such sites.

Adler Fairways provide links to you only as a convenience, and the inclusion of any link does not imply endorsement by Adler Fairways or the site. When you activate these links you will leave this website. We do not endorse or take responsibility for the content on third party websites or the availability of those websites and we are not liable for any loss or damage that you may suffer by using those websites. If you decide to access linked websites you do so entirely at your own risk.

### **Ownership of website**

This site is provided and owned by:

Adler Insurance Brokers Ltd  
Prudent House  
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Registered in England and Wales under Company Number 04525948. Our registered address is Number 22 Mount Ephraim, Tunbridge Wells, Kent TN4 8AS.

Adler Fairways, Adler Insurance Brokers and Adler Insurance Group are registered trading names of Adler Insurance Brokers Ltd. Adler Insurance Brokers Ltd is authorised and regulated by the Financial Conduct Authority under Registration Number 309236.

These Terms of Use apply to your use of every part of this website. Separate terms and conditions will apply to any websites accessible via a hypertext link from this website.

### **Product Terms and Conditions**

If you apply for any product or service detailed on this website, these Terms of Use should be read in conjunction with any other terms and conditions which relate to any such product or service and, in the event of any contradiction between these Terms of Use and the specific terms and conditions relating to such product or service, the latter shall prevail. For the purposes of these Terms of Use, product(s) and service(s) shall include, without limitation, any insurance or financial service.

### **Viruses, Hacking and Other Offences**

You must not misuse this website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this website, the server on which this website is stored or any server, computer or database connected to this website. You must not attack this website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 and the Police and Justice Act 2006. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this website will cease immediately.

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

Adler Fairways cannot warrant that this website is free of viruses or technical defects of any description and will not be responsible for any technical problems arising from the use of this website.

### **Acceptable Use Standards**

You may use our site only for lawful purposes. You may not use our site to transmit, or procure the sending of any:

- Unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation ("spam")
- Material which is: defamatory of any person; obscene, offensive or inflammatory; sexually explicit; promotes discrimination based on race, sex, religion, disability, or age; infringes any copyright, database right or trade mark of any other person; is likely to deceive any person; is in breach of any legal duty owed to a third party (e.g. duty of confidence); is threatening or abusive; is likely to harass, upset or embarrass any other person; misrepresents your identity; advocates or promotes any unlawful act.

We will determine, at our discretion, whether there has been a breach of these Acceptable Use Standards through the use of our site. If a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with these Acceptable Use Standards constitutes a material breach of the Terms of Use and may result if our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site
- A warning being issued to you.

## **Security**

Adler Fairways will take all reasonable steps, including encryption, to ensure that any personal information you provide is kept secure. However, because of the nature of the Internet, and the fact that it is not a secure system, Adler Fairways cannot and do not guarantee that personal information you provide will not be intercepted by others and decrypted. Consequently, your privacy cannot be guaranteed.

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