

## TERMS OF WEBSITE USE

Last updated 19 May 2021.

These terms and conditions (**Terms**) govern your use of each of our websites as set out below (**our site**). **Please read them carefully before using this site.**

Clicking on the links below will take you to each section.

### CONTENTS

Who we are and how to contact us .....	1
By using our site, you accept these Terms.....	1
other terms that may apply to you .....	2
We may make changes to these Terms .....	2
We may make changes to our site .....	2
We may suspend or withdraw our site.....	2
We may transfer this agreement to someone else .....	2
Prohibited uses of our site.....	2
How you may use material on our site .....	3
Do not rely on information on this site .....	3
We are not responsible for websites we link to.....	4
Our responsibility for loss or damage suffered by you .....	4
How we may use your personal information.....	5
We are not responsible for viruses and you must not introduce them.....	5
Rules about linking to our site .....	5
Breach of these Terms.....	5
Which country's laws apply to any disputes?.....	6
CONTACT US.....	6
Our trademarks are registered .....	6

### WHO WE ARE AND HOW TO CONTACT US

[www.thermegroup.com](http://www.thermegroup.com), [www.thermemanchester.co.uk](http://www.thermemanchester.co.uk), and [www.thermecanada.com](http://www.thermecanada.com) are sites operated by Therme Group RHTG AG, a public limited company with its registered office address at Wienerbergstraße 51, 1120 Vienna, Austria, with company number FN 364773 g (“**Therme Group**”, “**we**” or “**us**”).

To contact us, please use the details in the [Contact us](#) section below.

### BY USING OUR SITE, YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree with these Terms, you must stop using our site.

We recommend that you print a copy of these Terms for future reference.

## **OTHER TERMS THAT MAY APPLY TO YOU**

When you use our site, these additional policies also apply:

- Therme Group's [Privacy Policy](#)
- If you are based in Canada and use the [www.thermecanada.com](http://www.thermecanada.com) site: our [Therme Canada Privacy Policy](#) applies to you.
- Our [Cookie Policy](#).

## **WE MAY MAKE CHANGES TO THESE TERMS**

We amend these Terms from time to time. Please check back to ensure you understand the Terms that apply at that time.

## **WE MAY MAKE CHANGES TO OUR SITE**

We may update and change our site from time to time to reflect changes to our services across our group of companies, the needs of our users and our business priorities.

## **WE MAY SUSPEND OR WITHDRAW OUR SITE**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

## **PROHIBITED USES OF OUR SITE**

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

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.

- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these Terms.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## **HOW YOU MAY USE MATERIAL ON OUR SITE**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

## **DO NOT RELY ON INFORMATION ON THIS SITE**

We take all reasonable care to ensure that the information and materials on this website are accurate, up to date and complete. However, they are provided for general information purposes only, not for the purpose of providing advice. No representation or warranty, express or implied, is made as to its accuracy or completeness and therefore the information on this website should not be relied upon. The information and materials are not intended to be

comprehensive or to include advice on which you may rely. If you require advice, you are advised to contact an appropriate professional advisor.

Any views expressed at or through this website are the views of the individual author and may not reflect our views.

All liability is excluded in respect of any loss or damage which may arise in connection with the use of or reliance upon any materials and information (including audio information) appearing on this website.

## **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Any links we provide from this site to any other website are provided for convenience only, and do not imply affiliation with or endorsement by Us. We shall not be responsible for the protection and privacy of any information which you have provided while visiting such websites. Please check the privacy statement applicable to the website in question. We are not responsible for the content or operation of external websites that link to this site or which are linked from this site and disclaim all liability, howsoever occurring, in respect of the content or operation of any such external websites.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

In the event that any of the above limitations of liability do not apply, our liability will be limited to the greatest extent permitted by law.

## **HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our privacy policies. Please see the [Other Terms That May Apply to You](#) section of these Terms.

## **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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. 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 our site will cease immediately.

## **RULES ABOUT LINKING TO OUR SITE**

You may link to any public page on our website, provided you do so 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.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these Terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact us using the details in the [Contact us](#) section below.

## **BREACH OF THESE TERMS**

When we consider that a breach of these Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms constitutes a material breach of the terms upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Issue of a warning to you.

- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

## WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by English law. You and we agree that the courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise under these Terms. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You and we agree that the courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise under these Terms.

## CONTACT US

If you would like to speak to someone at Therme Group about these Terms, please contact us:

- by email at [hq@thermegroup.com](mailto:hq@thermegroup.com)
- by mail to:
 

FAO Legal, Therme Group  
20 North Audley Street  
London, W1K 6WE  
UK
- by phone on +44 (0)207 769 6761

## OUR TRADEMARKS ARE REGISTERED



"Therme Group," "", and "**THERMEGROUP**" are UK registered trademarks of THERME GROUP RHTG AG. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under the section [How you may use material on our site](#).