



PriorityWaste[®]

Your waste is our priority

WEBSITE TERMS OF USE, ACCEPTABLE USE & COOKIE POLICY

Priority Waste Limited

Also trading as

Priority Haz[®]

Priority WEEE[®]

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Priority Waste Limited

Approved By

Managing Director

Priority Waste Limited

Registered in England and Wales

Company Registration Number: 06181137

Registered Office: Rejel House, Murdock Road, Manton Industrial Estate, Bedford,
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DOCUMENT CONTROL

Document Information	Details
Document Title	Website Terms of Use, Acceptable Use & Cookie Policy
Document Reference	LEG-001
Version	2.0
Status	Approved
Classification	Public
Document Owner	Priority Waste Limited
Approved By	Managing Director
Applies To	All Websites, Customer Portals and Online Services owned or operated by Priority Waste Limited, including those trading as Priority Haz® and Priority WEEE®.
Review Frequency	Annually or following any significant legislative, regulatory, technological or operational change.

REVISION HISTORY

Version	Date	Description
1.0	Previous Issue	Original Website Terms of Use.
2.0	27 th June 2026	Complete review and rewrite reflecting current UK legislation, modern website practices and business operations. Website Terms of Use, Acceptable Use Policy and Cookie Policy consolidated into a single controlled document.

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1. INTRODUCTION

Welcome to the Websites and Online Services operated by **Priority Waste Limited**, trading as **Priority Haz®** and **Priority WEEE®**.

These Website Terms of Use, Acceptable Use & Cookie Policy ("Terms") govern your access to and use of all Websites, Customer Portals, Online Services, quotation systems, downloadable resources and digital platforms owned or operated by Priority Waste Limited.

By accessing or using any part of the Website, you confirm that you have read, understood and agree to be legally bound by these Terms.

If you do not agree to these Terms, you must not access or use the Website.

These Terms apply to every User, including visitors, customers, suppliers, contractors, applicants, prospective customers and registered account holders.

These Terms should be read together with our Privacy Policy and, where applicable, our Terms & Conditions of Supply.

Nothing contained within these Terms creates a contract for the supply of goods or services. Any contract for the provision of goods or services shall arise only when accepted by Priority Waste Limited in accordance with its Terms & Conditions of Supply.

Priority Waste Limited reserves the right to amend these Terms at any time. The most recent version published on the Website shall apply from the date of publication unless expressly stated otherwise.

2. DEFINITIONS AND DEFINED TERMS

2.1 General

For the purposes of these Terms, the following capitalised words and expressions shall have the meanings assigned to them below unless the context expressly requires otherwise.

Defined Terms shall apply consistently throughout these Terms wherever they appear. The headings used to group Defined Terms are included for convenience only and shall not affect their legal meaning, interpretation or enforceability.

A. CORPORATE DEFINITIONS

Defined Term	Definition
Company	Priority Waste Limited, a company incorporated in England and Wales under Company Registration Number 06181137 , trading as Priority Haz® and Priority WEEE® .

Defined Term	Definition
Company Registration Number	The Companies House registration number allocated to Priority Waste Limited, being 06181137 .
Priority Waste	Priority Waste Limited. References throughout these Terms to " we ", " our " and " us " mean Priority Waste Limited.
Priority Haz	The registered trading name Priority Haz [®] operated exclusively by the Company. Unless expressly stated otherwise, any reference to Priority Haz shall be construed as a reference to the Company.
Priority WEEE	The registered trading name Priority WEEE [®] operated exclusively by the Company. Unless expressly stated otherwise, any reference to Priority WEEE shall be construed as a reference to the Company.
Registered Office	The registered office of the Company as recorded at Companies House from time to time.
Services	Any products or services offered, promoted or supplied by the Company, including hazardous waste management, WEEE recycling, environmental compliance, waste collection and associated environmental services.
Trade Marks	The registered trade marks Priority Waste [®] , Priority Haz [®] and Priority WEEE [®] , together with all associated logos, branding, trading styles, slogans, graphics and other distinctive brand identifiers owned or licensed by the Company.

B. COMMERCIAL DEFINITIONS

Defined Term	Definition
Business Day	Any day other than a Saturday, Sunday or public holiday in England on which banks are generally open for business.
Business User	Any User accessing the Website on behalf of a company, partnership, public authority, charity or other organisation.
Consumer	An individual acting wholly or mainly outside their trade, business, profession or occupation, as defined by applicable consumer legislation.
Contract	Any legally binding agreement entered into between the Company and a Customer following acceptance of an Order or Quotation in accordance with the Company's Terms & Conditions of Supply.
Customer	Any individual or organisation making an enquiry, requesting a Quotation, placing an Order or receiving Services from the Company.
Force Majeure	Any event beyond the reasonable control of the Company including, without limitation, natural disasters, fire, flood, epidemic, pandemic, industrial action, cyber attack, acts of terrorism, war, civil unrest, governmental action, interruption of utilities, communication networks or any other event preventing the normal operation of the Company's business.
Order	Any request placed by a Customer for the supply of goods or Services.
Professional Advice	Advice or guidance provided by a suitably qualified professional having regard to the specific facts and circumstances of a particular matter. Unless expressly stated otherwise, Website Content does not constitute Professional Advice.

Defined Term	Definition
Quotation	Any quotation, estimate, proposal, pricing schedule or commercial offer issued by the Company before a Contract has been formed.
Supplier	Any individual or organisation supplying goods or services to the Company.
Terms	These Website Terms of Use, Acceptable Use & Cookie Policy, as amended from time to time.
Terms & Conditions of Supply	The Company's commercial terms governing the supply of goods and services, as amended from time to time.
Working Day	A day on which the Company is open for normal business operations, excluding weekends, public holidays and any officially notified Company closure.

C. DIGITAL DEFINITIONS

Defined Term	Definition
Account	A registered User account providing authorised access to any secure area of the Website or Customer Portal.
Authentication Credentials	Any username, password, passphrase, multi-factor authentication method, API key, security token, digital certificate or other authentication mechanism used to verify a User's identity.
Browser	Any internet browser or similar software used to access the Website.
Content	Any information, text, graphics, photographs, videos, audio, downloads, software, databases, forms, page layouts, source code or other material made available through the Website.
Cookies	Small text files stored on a Device for the purposes of functionality, security, analytics or user experience.
Customer Portal	Any secure online portal, dashboard, application or similar digital environment operated by the Company for authorised Users.
Device	Any desktop computer, laptop, tablet, smartphone or other electronic equipment capable of accessing the Website.
Downloads	Any documents, certificates, forms, guidance notes, software or other digital files made available for download from the Website.
Electronic Communication	Any communication transmitted electronically, including email, online forms, Customer Portal messaging or other digital communication systems.
Feedback	Any suggestion, recommendation, comment, review, proposal or other feedback voluntarily submitted to the Company relating to the Website or the Services. By submitting Feedback, the User grants the Company a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, modify, adapt and incorporate such Feedback without restriction or compensation.
Linked Website	Any website, application, platform or online resource operated by a Third Party and accessed via a hyperlink or electronic link contained within the Website.

Defined Term	Definition
Online Services	Any digital functionality, feature or service made available by the Company through the Website or Customer Portal.
User Submission	Any information, enquiry, document, Safety Data Sheet (SDS), photograph, image, inventory, file or other material submitted by a User through the Website or Customer Portal.
Website	Any website, webpage, domain, sub-domain, quotation portal, customer portal, microsite, application programming interface (API), mobile application or other digital platform owned, controlled or operated by the Company.
Website Availability	The operational availability of the Website and Online Services, subject to scheduled maintenance, emergency maintenance, security updates, technical issues or events beyond the Company's reasonable control.
Website Content	All Content published on or made available through the Website, including pricing, quotations, specifications, technical guidance, documents, graphics, photographs, videos, software, branding, Trade Marks, layouts, source code, databases, Downloads, online tools, calculators, forms, templates and other original works.

D. LEGAL & REGULATORY DEFINITIONS

Defined Term	Definition
Applicable Environmental Legislation	All environmental legislation, regulations, permits, licences, codes of practice and regulatory guidance applicable to the Company's Services from time to time.
Applicable Law	All applicable laws, regulations, statutory instruments, regulatory requirements and legally binding codes of practice in force within the United Kingdom from time to time.
Confidential Information	Any non-public commercial, financial, technical, operational or proprietary information belonging to the Company or its Customers.
Intellectual Property Rights	All copyright, trade marks, patents, design rights, database rights, domain names, business names, goodwill and all other intellectual property rights, whether registered or unregistered, anywhere in the world.
Personal Data	Information relating to an identified or identifiable natural person as defined by applicable UK data protection legislation.
Privacy Policy	The Privacy Policy published by the Company, as amended from time to time.
Regulatory Authority	Any governmental department, regulator, agency or public authority having jurisdiction over the Company or its Services.
Technical Guidance	Any technical, operational, environmental or regulatory information published by the Company for general guidance only. Technical Guidance shall not constitute Professional Advice unless expressly stated otherwise in writing.
Third Party	Any individual or organisation other than the Company or the User.

Defined Term	Definition
Writing	Any communication made in permanent form, including email correspondence issued by an authorised representative of the Company, unless expressly stated otherwise.

E. TECHNOLOGY & SECURITY DEFINITIONS

Defined Term	Definition
Artificial Intelligence (AI)	Any software, application or technology capable of generating, analysing, interpreting or processing information using machine learning, generative artificial intelligence, large language models, neural networks, automated reasoning or similar computational techniques.
Automated System	Any bot, crawler, spider, scraper, script or other automated technology used to access, monitor, copy, extract or interact with the Website or Website Content.
Cyber Incident	Any event affecting the confidentiality, integrity or availability of digital systems, including unauthorised access, malware, ransomware, phishing, denial of service attacks or similar cyber threats.
Maintenance	Scheduled or emergency maintenance undertaken to support, repair, update, secure or improve the Website, Customer Portal or Online Services.
Malware	Any malicious software including viruses, worms, trojans, ransomware, spyware, logic bombs or other harmful code.
Security Vulnerability	Any weakness or defect capable of compromising the confidentiality, integrity or availability of the Website or associated systems.
Unauthorised Access	Access to any part of the Website, Customer Portal or associated systems without the prior authority of the Company.
User	Any visitor, Customer, Business User, Supplier, Contractor or other individual or organisation accessing or using the Website.

2.2 Amendment of Defined Terms

The Company reserves the right to introduce additional Defined Terms or amend existing Defined Terms where reasonably necessary to reflect changes in legislation, regulatory requirements, technology, business operations, the Services or the operation of the Website. Any such amendment shall not affect the validity, interpretation or enforceability of these Terms.

3. INTERPRETATION

3.1 General Principles of Interpretation

These Terms are intended to promote transparency, legal certainty and the fair use of the Website while protecting the legitimate commercial, operational and intellectual property interests of the Company.

These Terms shall be interpreted fairly, reasonably and in accordance with their commercial purpose, having regard to the context in which they were written and the requirements of Applicable Law.

Nothing within these Terms shall be interpreted in a manner that excludes or restricts any statutory rights which cannot lawfully be excluded or limited.

3.2 Defined Terms

Any capitalised word or expression used within these Terms shall have the meaning assigned to it in **Section 2 – Definitions and Defined Terms**, unless the context expressly requires otherwise.

Words or expressions that are not capitalised shall bear their ordinary meaning.

3.3 References to Legislation

Any reference to legislation, regulations, statutory instruments, codes of practice or regulatory guidance includes any amendment, replacement, consolidation, re-enactment or successor legislation in force from time to time.

3.4 Singular and Plural

Words importing the singular include the plural and vice versa where the context permits.

3.5 Gender

References to any gender include every gender.

3.6 Persons

References to a person include any individual, partnership, company, limited liability partnership, corporation, charity, trust, government body, local authority or other legal entity.

3.7 Headings

Headings and titles are included for convenience only and shall not affect the interpretation or construction of these Terms.

3.8 Including

The words **include, includes, including, such as, for example** and similar expressions shall be interpreted as meaning **including without limitation**.

3.9 Writing

Unless expressly stated otherwise, any requirement for something to be provided **in Writing** includes communication by email or other Electronic Communication issued by an authorised representative of the Company.

3.10 Priority Haz® and Priority WEEE®

References within these Terms to **Priority Haz®** or **Priority WEEE®** shall, unless expressly stated otherwise, be interpreted as references to Priority Waste Limited, being the legal entity operating those registered trading names.

3.11 Website References

References to the **Website** include all Websites, Customer Portals, Online Services, quotation systems, mobile applications, application programming interfaces (APIs), microsites and other digital platforms owned, controlled or operated by the Company, unless the context expressly requires otherwise.

3.12 Severability

If any provision of these Terms is held by a court or other competent authority to be unlawful, invalid or unenforceable, that provision shall, to the minimum extent necessary, be severed from these Terms and the remaining provisions shall continue in full force and effect.

3.13 No Waiver

No failure or delay by the Company in exercising any right, power or remedy under these Terms shall constitute a waiver of that right, power or remedy, nor shall any partial exercise prevent any further exercise of that or any other right, power or remedy.

3.14 Entire Understanding

These Terms, together with any documents expressly referred to within them, constitute the entire understanding governing the use of the Website.

Nothing within these Terms shall replace, amend or override the Company's Terms & Conditions of Supply or Privacy Policy except where expressly stated.

3.15 Future Technologies

References within these Terms to technology, software, communications, Artificial Intelligence, Automated Systems or digital platforms shall include future technologies performing substantially the same or a similar function.

3.16 Amendment of these Terms

The Company may amend, update or replace these Terms from time to time in accordance with Section 17. Any amendment shall take effect from the date specified within the revised Terms unless otherwise stated.

3.17 Commercial Interpretation

These Terms have been prepared in good faith to establish a fair, balanced and commercially reasonable framework governing access to and use of the Website and the Services.

The parties acknowledge that these Terms have been drafted in plain English for the benefit of all Users. Accordingly, no provision of these Terms shall be interpreted adversely against the Company solely because the Company prepared, drafted or published these Terms.

Where any ambiguity arises, these Terms shall be interpreted fairly, reasonably and in a manner that best reflects their commercial purpose, having regard to the context in which they were written, the intentions of the parties and the requirements of Applicable Law.

4. ABOUT PRIORITY WASTE LIMITED

4.1 About the Company

Priority Waste Limited ("the Company") is a company incorporated in England and Wales under Company Registration Number **06181137**.

The Company operates under the registered trading names **Priority Haz®** and **Priority WEEE®**, providing specialist hazardous waste management, WEEE recycling, environmental compliance and associated waste management services throughout the United Kingdom.

Unless expressly stated otherwise, references throughout these Terms to **Priority Waste, Priority Haz® or Priority WEEE®** shall be interpreted as references to Priority Waste Limited.

4.2 Scope of these Terms

These Terms apply to all Websites, Customer Portals, Online Services and other digital platforms owned, operated or controlled by the Company.

These Terms apply whether the User accesses the Website as a visitor, Customer, Business User, Supplier, Contractor, applicant or registered account holder.

4.3 Purpose of the Website

The Company's Websites have been developed to provide information about the Company, its Services and areas of expertise whilst providing Users with access to secure online services where available.

Depending upon the Website being accessed, Users may be able to:

- obtain information about the Company and its Services;
- request Quotations and make service enquiries;
- access and use the Customer Portal;
- access waste documentation, certificates and records where available;
- download Technical Guidance and other resources;
- submit enquiries, Safety Data Sheets (SDSs), inventories, photographs and other User Submissions; and
- communicate electronically with the Company.

Access to certain areas of the Website, including the Customer Portal, may require registration, Authentication Credentials and additional security measures.

The Company reserves the right to introduce, amend, suspend or withdraw any Website functionality at any time in accordance with these Terms.

4.4 Information Published on the Website

The Company uses reasonable care to ensure that Website Content is accurate at the time of publication.

However, Website Content is provided for general information only and may be amended, updated or withdrawn without notice.

Nothing contained within the Website shall constitute Professional Advice or create any legally binding obligation unless expressly confirmed in Writing by an authorised representative of the Company.

4.5 Formation of Contracts

Accessing or using the Website does not create a Contract between the User and the Company.

A Contract for the supply of goods or Services shall arise only when accepted by the Company in accordance with its Terms & Conditions of Supply.

Any Quotation, estimate, pricing information, technical information or other Website Content shall not constitute an offer capable of acceptance unless expressly confirmed by the Company in Writing.

4.6 Website Availability

The Company aims to maintain Website Availability but does not guarantee uninterrupted, secure or error-free access.

The Company reserves the right, without liability, to suspend, restrict, modify or withdraw any part of the Website for Maintenance, security, operational, commercial or legal reasons.

4.7 Communications

Where the Website enables Users to communicate electronically with the Company, the Company will endeavour to respond within a reasonable time.

Submission of an enquiry, Quotation request, User Submission or other Electronic Communication does not guarantee acceptance, availability of Services or the formation of a Contract.

4.8 Relationship with Other Policies

These Terms should be read together with the Company's:

- Privacy Policy;
- Terms & Conditions of Supply; and
- any additional legal notices or Website-specific terms published by the Company.

Where any inconsistency exists between these Terms and the Company's Terms & Conditions of Supply in relation to the provision of Services, the Terms & Conditions of Supply shall prevail to the extent of that inconsistency.

4.9 Regulatory Compliance

The Company operates within a highly regulated industry and seeks to conduct its business in accordance with Applicable Law, Applicable Environmental Legislation and other relevant regulatory requirements.

Whilst the Company endeavours to ensure that Website Content is accurate and up to date, Users remain responsible for ensuring that their own activities comply with all applicable legal and regulatory obligations.

Nothing contained within the Website, Website Content or Technical Guidance shall be interpreted as authorising, encouraging or permitting any activity contrary to Applicable Law or Applicable Environmental Legislation.

The Company reserves the right to amend, remove or restrict Website Content where reasonably necessary to reflect changes in legislation, regulatory guidance, industry standards or operational requirements.

5. ACCEPTANCE OF THESE TERMS AND USER OBLIGATIONS

5.1 Acceptance of these Terms

By accessing or using the Website, the User confirms that they have read, understood and agree to be bound by these Terms.

If the User does not agree to these Terms, they must immediately cease accessing or using the Website.

Continued access to or use of the Website constitutes acceptance of these Terms together with any amendments published by the Company from time to time.

5.2 Eligibility

By using the Website, the User confirms that they have the legal capacity and authority to enter into legally binding agreements under Applicable Law.

Where the User accesses the Website on behalf of an organisation, company or other legal entity, the User warrants that they have the authority to bind that organisation to these Terms.

5.3 Compliance with these Terms

The User agrees to use the Website only:

- lawfully;
- in accordance with these Terms;
- for its intended purpose;

- without infringing the rights of the Company or any Third Party; and
 - in compliance with Applicable Law and Applicable Environmental Legislation where applicable.
-

5.4 Accuracy of Information

Where the User submits information through the Website or Customer Portal, including enquiries, Quotations, Orders, User Submissions or registration details, the User confirms that such information is accurate, complete and not misleading to the best of their knowledge.

The User shall promptly notify the Company of any material changes to previously submitted information where those changes may affect the provision of Services.

5.5 Security of Accounts

Where access to the Website or Customer Portal requires an Account, the User is responsible for maintaining the confidentiality of their Authentication Credentials and for all activities carried out using their Account.

The User must notify the Company immediately if they become aware of any unauthorised access to their Account or any suspected compromise of their Authentication Credentials.

5.6 Suspension of Access

The Company reserves the right to suspend, restrict or terminate access to the Website, Customer Portal or any Account where it reasonably believes that:

- these Terms have been breached;
- the Website or Customer Portal is being misused;
- there is a security risk;
- such action is necessary to protect the Company, its Customers, its systems or any Third Party; or
- suspension is required by Applicable Law or by a Regulatory Authority.

Where reasonably practicable, the Company will seek to restore access once the relevant issue has been resolved.

5.7 Amendments

The Company may amend these Terms from time to time.

Where changes are material, the updated Terms will be published on the Website together with the date on which they take effect.

Continued use of the Website following publication of revised Terms constitutes acceptance of those revised Terms.

5.8 Additional Terms

Certain areas of the Website, Customer Portal or Online Services may be subject to additional terms, conditions or notices.

Where applicable, those additional terms shall apply alongside these Terms. In the event of any inconsistency, the more specific terms shall prevail in relation to the relevant Website functionality or Service.

5.9 Reservation of Rights

Nothing contained within these Terms shall restrict or prejudice any legal rights or remedies available to the Company under Applicable Law.

All rights not expressly granted to the User are reserved by the Company.

5.10 Reliance on Website Information

The User acknowledges that decisions relating to the use of the Company's Services should not be based solely upon Website Content unless expressly stated otherwise.

Where clarification is required, Users should obtain confirmation in Writing from an authorised representative of the Company before relying upon any information that may materially affect commercial, legal, environmental or operational decisions.

Nothing within this clause excludes or limits any liability which cannot lawfully be excluded under Applicable Law.

6. PERMITTED USE OF THE WEBSITE

6.1 Limited Licence

Subject to these Terms, the Company grants the User a limited, non-exclusive, revocable and non-transferable licence to access and use the Website solely for lawful purposes connected with obtaining information about the Company, requesting or managing Services, communicating with the Company or accessing authorised Online Services.

Nothing within these Terms transfers ownership of the Website, Website Content or any Intellectual Property Rights to the User.

6.2 Lawful Use

The Website shall be used only for lawful purposes and in accordance with these Terms.

The User shall use the Website responsibly and in a manner that does not interfere with the Company's operations, systems, security, reputation or the rights of any Third Party.

6.3 Customer Portal

Authorised Users may access the Customer Portal using their Authentication Credentials.

The Customer Portal is intended solely for the legitimate management of the User's account, enquiries, quotations, collections, documentation and other authorised Online Services made available by the Company.

The User is responsible for maintaining the confidentiality of their Authentication Credentials and ensuring that access to the Customer Portal remains secure at all times.

6.4 Website Services

Depending upon the functionality made available, the Website may be used to:

- obtain information regarding the Company's Services;
- request Quotations;
- submit service enquiries;
- communicate electronically with the Company;
- submit User Submissions;
- access the Customer Portal;
- obtain documentation and records where authorised; and
- access other Online Services made available by the Company.

Availability of individual Website functions may vary and may be amended from time to time.

6.5 User Submissions

Where the Website permits the submission of information, documents or files, the User confirms that they have the necessary authority to submit such material.

The User remains responsible for the accuracy, legality and ownership of all User Submissions.

6.6 Downloads

Downloads made available through the Website may be used only for the User's own lawful business or personal purposes unless otherwise agreed in Writing by the Company.

All Downloads remain subject to the Company's Intellectual Property Rights.

6.7 Website Availability

The Company endeavours to maintain Website Availability but does not guarantee uninterrupted, continuous or error-free operation.

The Company may modify, suspend, improve, replace or withdraw any part of the Website, Customer Portal, Online Services or Website Content at any time where reasonably necessary for operational, technical, security, commercial or legal reasons.

6.8 Website Content

Website Content is provided for general information only.

Where Users intend to rely upon Website Content for commercial, operational, environmental or legal purposes, they should first obtain confirmation in Writing from an authorised representative of the Company where appropriate.

6.9 Third Party Resources

The Website may contain references or links to Linked Websites or Third Party resources.

Such references are provided for convenience only and do not constitute approval, endorsement or acceptance of responsibility by the Company for the content or operation of those resources.

6.10 Intellectual Property

The User may view, download and print Website Content solely for lawful use in accordance with these Terms.

Except as expressly permitted by Applicable Law or with the Company's prior written consent, no licence or right is granted to copy, reproduce, distribute, modify, commercially exploit or otherwise use the Company's Intellectual Property Rights.

6.11 Reservation of Rights

The Company reserves all rights not expressly granted under these Terms.

The Company may monitor the use of the Website, investigate suspected misuse and take such action as it reasonably considers necessary to protect its Users, Website, systems, Intellectual Property Rights, commercial interests and legal obligations.

7. PROHIBITED USE OF THE WEBSITE AND ACCEPTABLE USE POLICY

7.1 General Principles

The Website shall be used only for lawful purposes and in accordance with these Terms.

The User shall not use the Website in any manner that is unlawful, fraudulent, malicious, misleading or likely to interfere with the operation, security, integrity or reputation of the Company, its systems or any Third Party.

7.2 Prohibited Activities

The User shall not:

- use the Website for any unlawful purpose;
- knowingly provide false, inaccurate or misleading information;
- impersonate any individual, organisation or representative of the Company;
- attempt to gain Unauthorised Access to any part of the Website, Customer Portal or associated systems;
- interfere with the operation, performance or security of the Website;
- introduce Malware or any other harmful software or code;
- interfere with another User's access to or use of the Website;
- attempt to bypass Authentication Credentials or security controls;
- probe, scan or test the vulnerability of the Website or associated systems without the Company's prior written permission; or
- use the Website in any manner capable of damaging, disabling, overloading or impairing its operation.

7.3 Automated Access and Data Collection

The User shall not use any Automated System or similar technology to:

- access or monitor the Website;
- harvest or extract Website Content;
- scrape pricing, quotations or commercial information;
- copy databases or structured data;
- create mirrors, archives or cached copies of the Website;

- collect Customer, Supplier or User information; or
- otherwise interact with the Website without the Company's prior written consent.

Reasonable indexing by recognised search engines operating in accordance with accepted industry standards is permitted unless expressly prohibited by the Company.

7.4 Artificial Intelligence and Automated Technologies

Without the Company's prior written consent, the User shall not use Artificial Intelligence, Automated Systems or similar technologies to:

- train machine learning or artificial intelligence models;
- train large language models;
- generate derivative datasets;
- reproduce Website Content or Technical Guidance;
- reproduce commercial or pricing information;
- generate competing databases or knowledge repositories;
- create synthetic datasets derived from Website Content; or
- otherwise exploit Website Content for commercial Artificial Intelligence purposes.

The User shall not circumvent or attempt to circumvent any technical measures implemented by the Company to restrict automated access, including authentication controls, access controls, rate limiting, robots exclusion protocols or similar technologies.

Nothing within this clause shall prevent activities expressly permitted by Applicable Law.

7.5 Intellectual Property

The User shall not:

- reproduce Website Content;
 - copy or redistribute Downloads;
 - reproduce Technical Guidance;
 - copy layouts, graphics, branding or design elements;
 - use the Company's Trade Marks without prior written permission;
 - remove or alter copyright notices or proprietary notices; or
 - reverse engineer or attempt to derive source code from any Website functionality where prohibited by law or contract.
-

7.6 Customer Portal

The User shall not:

- share Authentication Credentials;
- permit unauthorised access to the Customer Portal;

- access or attempt to access another User's Account;
 - interfere with the operation of the Customer Portal; or
 - misuse documentation or information made available through the Customer Portal.
-

7.7 User Submissions

The User shall not submit any material that:

- is false, misleading or deceptive;
 - infringes any Intellectual Property Rights;
 - contains Malware or malicious code;
 - is defamatory, abusive, obscene or offensive;
 - breaches confidentiality obligations;
 - breaches Applicable Law; or
 - encourages or facilitates unlawful activity.
-

7.8 Commercial Misuse

The Website shall not be used to:

- harvest Customer or Supplier information;
 - monitor or collect pricing for commercial intelligence;
 - reproduce service descriptions or quotations;
 - create competing commercial materials or databases;
 - solicit the Company's Customers or Suppliers through the Website; or
 - obtain an unfair commercial advantage through misuse of Website Content.
-

7.9 Security

Users shall not undertake any activity intended to compromise the confidentiality, integrity or availability of the Website, Customer Portal or associated systems.

This includes denial-of-service attacks, credential attacks, malicious scanning, automated intrusion attempts or any similar activity intended to disrupt or compromise the Company's systems.

7.10 Monitoring

The Company reserves the right to monitor Website activity where reasonably necessary to:

- maintain Website security;
- investigate suspected misuse;
- comply with Applicable Law;

- protect Users;
- protect the Company's systems; and
- protect the Company's Intellectual Property Rights.

Any monitoring undertaken shall be carried out in accordance with Applicable Law and the Company's Privacy Policy.

7.11 Enforcement

Where the Company reasonably believes that these Terms have been breached, it may, without limitation:

- suspend or terminate Website or Customer Portal access;
- suspend or disable User Accounts;
- remove or reject User Submissions;
- report suspected unlawful activity to law enforcement agencies or Regulatory Authorities;
- commence civil proceedings;
- seek injunctive or other equitable relief;
- recover losses, damages and legal costs where permitted by Applicable Law; and
- take any other action reasonably necessary to protect the Company, its Users, its systems, its Services or its Intellectual Property Rights.

The exercise of any right or remedy under these Terms shall not prevent the Company from exercising any other right or remedy available to it under Applicable Law.

8. INTELLECTUAL PROPERTY RIGHTS AND TRADE MARKS

8.1 Ownership

Unless expressly stated otherwise, all Intellectual Property Rights in the Website, Website Content, Customer Portal, Online Services and Downloads are owned by, or licensed to, the Company.

Nothing within these Terms transfers any ownership, title or Intellectual Property Rights to the User.

8.2 Protected Material

Without limitation, the Company's Intellectual Property Rights include:

- the registered Trade Marks **Priority Waste®**, **Priority Haz®** and **Priority WEEE®**;
- all logos, branding, trading styles, graphical elements and corporate identity;
- the design, appearance, layout, look and feel of the Website;
- the selection, arrangement and compilation of Website Content;
- Website Content;

- Technical Guidance;
 - pricing information;
 - Quotations;
 - Downloads;
 - documents and templates;
 - software;
 - source code;
 - databases;
 - page layouts;
 - graphics;
 - photographs;
 - videos;
 - written material;
 - online tools and calculators;
 - Customer Portal functionality; and
 - any other original works made available by the Company.
-

8.3 Permitted Use

The User may access, view and download Website Content solely for lawful use in accordance with these Terms.

No licence is granted to reproduce, distribute, modify, publish, commercially exploit, create derivative works from or otherwise exploit any Website Content unless expressly authorised in Writing by the Company or otherwise permitted by Applicable Law.

8.4 Trade Marks

The Company's registered Trade Marks, together with any associated branding, logos, trading styles and corporate identity, shall not be used without the Company's prior written consent.

Nothing within these Terms grants the User any licence or right to use the Company's Trade Marks.

8.5 Copyright

All copyright and related rights in the Website and Website Content are reserved.

Except where expressly permitted by Applicable Law, no part of the Website or Website Content may be copied, reproduced, republished, distributed, translated, adapted, stored in any retrieval system or otherwise exploited without the Company's prior written permission.

8.6 Artificial Intelligence

Website Content shall not be used for training Artificial Intelligence systems, machine learning models, large language models or similar technologies without the Company's prior written consent.

This restriction includes the creation of datasets, embeddings, synthetic content, knowledge repositories or any similar derivative works based upon Website Content.

8.7 Data Mining and Automated Extraction

The User shall not undertake text and data mining, automated extraction, web scraping or similar activities in relation to the Website except where expressly authorised by the Company or otherwise permitted by Applicable Law.

Where Applicable Law provides a limited exception, the User shall comply with all applicable statutory requirements and any lawful technical measures implemented by the Company.

8.8 User Submissions

Ownership of User Submissions remains with the User unless otherwise agreed.

By submitting User Submissions through the Website, the User grants the Company a non-exclusive, worldwide, royalty-free licence to use, reproduce, store, process, communicate and retain those User Submissions solely for the purposes of administering enquiries, providing Services, operating the Website, complying with Applicable Law and fulfilling the Company's legitimate business activities.

Nothing within this clause transfers ownership of the User's Intellectual Property Rights unless expressly agreed in Writing.

8.9 Reporting Infringements

Any User who believes that material published on the Website infringes their Intellectual Property Rights should notify the Company in Writing, providing sufficient information to enable the Company to investigate the matter.

The Company reserves the right to remove, restrict or suspend access to any material whilst an alleged infringement is investigated.

8.10 Reservation of Rights

The Company actively protects and enforces its Intellectual Property Rights.

The Company reserves the right to take any action it reasonably considers necessary to protect its Intellectual Property Rights, including seeking injunctive relief, damages, delivery up of infringing materials, recovery of legal costs and any other remedies available under Applicable Law.

9. COOKIES AND WEBSITE TECHNOLOGIES

9.1 Introduction

The Company uses Cookies and similar technologies to support the operation, security, functionality and performance of the Website and Customer Portal.

This section explains how such technologies are used. Further information regarding the processing of Personal Data is available within the Company's Privacy Policy.

9.2 What are Cookies?

Cookies are small text files placed on a User's Device when visiting the Website.

Cookies enable the Website to recognise a Device, remember User preferences, improve functionality, maintain secure sessions, enhance Website security and assist the Company in understanding how the Website is used.

Cookies do not normally identify an individual directly, although they may do so where combined with other information.

9.3 Types of Cookies

The Website may use one or more of the following categories of Cookies:

- **Strictly Necessary Cookies** required for the operation, security and integrity of the Website and Customer Portal.
- **Functional Cookies** used to remember User preferences and improve functionality.
- **Performance and Analytics Cookies** used to understand how the Website is used and to improve the User experience.
- **Security Cookies** used to detect suspicious activity, prevent fraud, maintain secure sessions and protect User Accounts.
- **Preference Cookies** used to remember User choices and personalise certain Website functionality where appropriate.

The categories of Cookies used may change from time to time as the Website and Customer Portal continue to develop.

9.4 Similar Technologies

In addition to Cookies, the Company may use similar technologies including local storage, session storage, browser storage, authentication tokens and comparable technologies where necessary for the operation, security, functionality or performance of the Website and Customer Portal.

9.5 Customer Portal Authentication

The Customer Portal uses Cookies and similar technologies to authenticate authorised Users, maintain secure login sessions and protect access to restricted areas.

Disabling certain Cookies or similar technologies may prevent access to secure areas of the Website or affect the availability and functionality of the Customer Portal and other Online Services.

9.6 Cookie Consent

Where required by Applicable Law, the Website will request the User's consent before placing non-essential Cookies or similar technologies on their Device.

Strictly Necessary Cookies required for the operation, security or integrity of the Website or Customer Portal do not require consent where permitted by Applicable Law.

The Company does not use Cookies for any unlawful purpose and will only use non-essential Cookies where the appropriate consent has been obtained in accordance with Applicable Law.

9.7 Managing Cookies

Most internet browsers allow Users to control, restrict or delete Cookies through their browser settings.

Users should note that disabling certain Cookies or similar technologies may affect the functionality, security, availability or performance of the Website, Customer Portal or other Online Services.

9.8 Third Party Technologies

The Website may utilise trusted Third Party technologies to provide analytics, security, embedded content, communications or other Website functionality.

Such Third Party providers may place Cookies or similar technologies in accordance with their own privacy policies.

The Company does not control Third Party Cookies and recommends that Users review the relevant Third Party privacy information where appropriate.

9.9 Security Technologies

Certain Cookies and similar technologies are used exclusively to enhance the security of the Website and Customer Portal.

These technologies may be used to:

- authenticate Users;
 - maintain secure User sessions;
 - detect suspicious or fraudulent activity;
 - protect against unauthorised access;
 - assist in preventing Cyber Incidents;
 - identify technical faults; and
 - maintain the integrity, security and availability of the Website and Customer Portal.
-

9.10 Changes to Website Technologies

The Company reserves the right to introduce, modify or remove Cookies or similar technologies where reasonably necessary to:

- improve Website functionality;
- enhance security;
- improve performance;
- support new Website or Customer Portal features;
- comply with Applicable Law; or
- support the ongoing operation of the Company's digital services.

Where required by Applicable Law, Users will be informed of material changes affecting Cookie consent.

9.11 Further Information

Questions regarding the Company's use of Cookies or similar technologies should be directed to the Company using the contact details provided within these Terms or within the Company's Privacy Policy.

Users may also refer to the Company's standalone Cookie Policy, where published, for additional information regarding the categories of Cookies and similar technologies used by the Company.

10. WEBSITE SECURITY AND CYBER SECURITY

10.1 Security Commitment

The Company takes the security of its Website, Customer Portal, Online Services and User information seriously.

The Company implements appropriate technical, organisational and administrative measures designed to protect the confidentiality, integrity and availability of its digital systems, taking into account the nature of the Services provided, technological developments and Applicable Law.

Whilst the Company endeavours to maintain a secure digital environment, no internet-based system can be guaranteed to be completely secure.

10.2 User Responsibilities

Users are responsible for helping to maintain the security of the Website and Customer Portal.

Users shall:

- keep Authentication Credentials confidential;
 - protect Devices used to access the Website;
 - notify the Company immediately if they suspect unauthorised access to an Account;
 - ensure information submitted through the Website is accurate to the best of their knowledge;
 - comply with all security requirements communicated by the Company; and
 - take reasonable precautions to prevent unauthorised access to their own systems and accounts.
-

10.3 Multi-Factor Authentication

Access to the Customer Portal is protected using Multi-Factor Authentication (MFA) together with other appropriate security measures.

Users are responsible for maintaining the security of all authentication methods associated with their Account, including passwords, authentication applications, security codes and other Authentication Credentials.

The Company reserves the right to introduce additional authentication or identity verification measures where reasonably necessary to protect the Website, Customer Portal, Users or the Company's systems.

10.4 Account Security

Where access to the Customer Portal requires an Account, the User remains responsible for all activities undertaken using that Account unless and until the Company has been notified of a suspected security compromise.

The Company may require Authentication Credentials to be changed or suspend Account access where reasonably necessary to maintain security.

10.5 Security Monitoring

The Company may monitor the Website, Customer Portal and associated systems where reasonably necessary to:

- maintain Website security;
- detect Cyber Incidents;
- investigate suspected misuse;
- protect Website Availability;
- comply with Applicable Law; and
- protect the Company's legitimate business interests.

Any monitoring shall be undertaken in accordance with Applicable Law and the Company's Privacy Policy.

10.6 Reporting Security Vulnerabilities

Users who become aware of a Security Vulnerability affecting the Website or Customer Portal are encouraged to notify the Company as soon as reasonably practicable.

Nothing within this section authorises any User to undertake penetration testing, vulnerability scanning, security assessments or other security testing without the Company's prior written consent.

Users shall not publicly disclose any Security Vulnerability until the Company has been given a reasonable opportunity to investigate and address the issue.

Nothing in this clause prevents disclosures protected by Applicable Law.

10.7 Malicious Activity

The User shall not knowingly introduce Malware, malicious code or any technology intended to compromise the confidentiality, integrity or availability of the Website, Customer Portal or associated systems.

The User shall not attempt to circumvent, disable or interfere with any security measures implemented by the Company.

10.8 Security Incidents

Where the Company reasonably believes that a Cyber Incident or Security Vulnerability may affect the Website, Customer Portal or Users, it may suspend, restrict or modify access without prior notice where reasonably necessary to protect its systems, Users or legal obligations.

The Company will endeavour to restore normal operation as soon as reasonably practicable.

10.9 Third Party Security Providers

The Company may engage reputable Third Party providers to support the operation, hosting, monitoring and security of the Website and Customer Portal.

Whilst the Company exercises reasonable care in selecting such providers, it cannot guarantee the continued availability or security of Third Party services beyond its reasonable control.

10.10 No Guarantee of Absolute Security

Although the Company applies appropriate security measures, no Website, Customer Portal, network or electronic communication can be guaranteed to be completely secure.

Users acknowledge the inherent risks associated with internet-based services and remain responsible for taking appropriate precautions to protect their own Devices, systems and information.

10.11 Reservation of Rights

The Company reserves the right to introduce additional security measures, modify authentication requirements, suspend access, require identity verification or take any other action reasonably necessary to protect the Website, Customer Portal, Users, Services, Intellectual Property Rights or to comply with Applicable Law.

Such measures may be implemented without prior notice where reasonably necessary to protect security or fulfil legal or regulatory obligations.

11. LIMITATION OF LIABILITY

11.1 General

Nothing within these Terms excludes or limits any liability that cannot lawfully be excluded or limited under Applicable Law.

These Terms shall be interpreted and applied subject to all applicable statutory rights.

11.2 Website Availability

The Website, Customer Portal, Online Services and Website Content are provided on an "as available" and "as is" basis.

Whilst the Company endeavours to maintain the availability, accuracy and security of the Website, it does not guarantee that:

- the Website will always be available;
 - access will be uninterrupted;
 - the Website will always be free from errors or defects;
 - all Website Content will always be complete, current or accurate; or
 - the Website will always be free from viruses or other harmful components.
-

11.3 Reliance on Website Content

Website Content is provided for general information only.

Users should obtain confirmation in Writing from an authorised representative of the Company before relying upon Website Content where commercial, environmental, operational or legal decisions may be affected.

The Company shall not be responsible for losses arising solely from reliance placed upon Website Content that has not been expressly confirmed by the Company in Writing.

11.4 Third Party Services

The Company accepts no responsibility for the availability, accuracy, content or operation of any Linked Website or Third Party service.

The inclusion of any link or reference does not constitute approval, endorsement or recommendation by the Company.

11.5 User Responsibilities

Users remain responsible for:

- maintaining appropriate cyber security measures;
 - protecting their own Devices and systems;
 - ensuring the accuracy of information submitted to the Company;
 - maintaining appropriate backups of their own information where relevant; and
 - complying with Applicable Law.
-

11.6 Indirect Losses

To the fullest extent permitted by Applicable Law, the Company shall not be liable for any indirect, consequential or incidental loss arising from the use of, or inability to use, the Website.

This includes, without limitation:

- loss of profits;
- loss of revenue;
- loss of business opportunity;
- loss of anticipated savings;
- loss of goodwill;
- loss of data; or
- business interruption.

This clause does not apply where such liability cannot lawfully be excluded.

11.7 Force Majeure

The Company shall not be liable for any delay or failure to perform arising from a Force Majeure event.

The Company shall use reasonable endeavours to minimise the impact of any such event where reasonably practicable.

11.8 Security

Whilst the Company implements appropriate technical and organisational security measures, the User acknowledges that internet communications are inherently subject to risk.

The Company shall not be liable for Cyber Incidents, Security Vulnerabilities or interruptions arising wholly or partly from matters beyond its reasonable control.

11.9 Statutory Rights

Nothing within these Terms affects any statutory rights available to Consumers or any liability which cannot lawfully be excluded or limited.

11.10 Maximum Extent Permitted by Law

Each exclusion and limitation contained within this section shall apply only to the maximum extent permitted by Applicable Law.

Where any provision is found to be unlawful, invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.11 Business Continuity

The Company maintains business continuity and disaster recovery arrangements appropriate to the nature and scale of its operations to support the resilience of its digital services.

Whilst the Company takes reasonable steps to minimise disruption, temporary interruptions to the Website, Customer Portal or Online Services may occur as a result of Maintenance, Cyber Incidents, Force Majeure events, essential system upgrades or other circumstances beyond the Company's reasonable control.

Nothing within this clause shall be interpreted as a guarantee of uninterrupted service or continuous availability.

12. THIRD PARTY WEBSITES AND EXTERNAL CONTENT

12.1 Third Party Links

The Website may contain links to Linked Websites, Third Party platforms or external online resources for the convenience of Users.

The inclusion of any such link does not imply that the Company endorses, approves or accepts responsibility for the content, products, services or practices of any Third Party.

12.2 External Content

The Company has no control over the content, availability, operation or security of Linked Websites.

The Company accepts no responsibility for any information, products, services or materials provided by Third Parties.

Users access Linked Websites entirely at their own risk.

12.3 Accuracy of Third Party Information

Where the Website refers to information provided by Third Parties, the Company makes no representation or warranty regarding its accuracy, completeness, reliability or suitability.

Users should verify Third Party information directly with the relevant provider before relying upon it.

12.4 Third Party Services

Certain functionality available through the Website or Customer Portal may utilise Third Party software, infrastructure or services.

The Company exercises reasonable care when selecting Third Party providers but cannot guarantee the continued availability, security or performance of Third Party systems beyond its reasonable control.

12.5 Third Party Policies

Linked Websites and Third Party services may be governed by their own terms and conditions, privacy policies and cookie policies.

Users are responsible for reviewing and complying with those policies where applicable.

12.6 No Partnership or Agency

Unless expressly stated otherwise in Writing, nothing contained within the Website shall be interpreted as creating any partnership, joint venture, agency, franchise or similar relationship between the Company and any Third Party.

Reference to any Third Party name, product, service or organisation shall not be interpreted as an endorsement unless expressly stated by the Company.

12.7 Third Party Trade Marks

All Third Party trade marks, logos, company names and other intellectual property appearing on the Website remain the property of their respective owners.

Their inclusion on the Website is for identification, informational or compatibility purposes only and does not imply any ownership, endorsement or affiliation unless expressly stated.

12.8 Reservation of Rights

The Company reserves the right to remove, amend or disable links to Linked Websites or Third Party resources at any time without prior notice where reasonably necessary for legal, operational, commercial or security reasons.

12.9 Regulatory Guidance

From time to time, the Website may refer to legislation, regulatory guidance, government publications, Approved Codes of Practice (ACOPs), industry standards or other information published by Regulatory Authorities or recognised organisations.

Such references are provided for general information only and are not intended to constitute Professional Advice or definitive statements of the law.

Users remain responsible for ensuring that they refer to the most current version of any legislation, regulatory guidance or publication issued by the relevant Regulatory Authority or organisation before relying upon that information.

The Company accepts no responsibility for changes made by Third Parties to legislation, guidance or publications after information has been published on the Website.

13. SUSPENSION, RESTRICTION AND TERMINATION OF ACCESS

13.1 Right to Suspend or Restrict Access

The Company reserves the right to suspend, restrict, limit or terminate access to the Website, Customer Portal, Online Services or any User Account where it reasonably considers such action necessary to protect the Company, its Users, its systems, its Services or to comply with Applicable Law.

Such action may be taken without prior notice where reasonably necessary.

13.2 Grounds for Suspension

Without limitation, the Company may suspend, restrict or terminate access where it reasonably believes that:

- these Terms have been breached;
- unlawful or fraudulent activity has occurred or is suspected;

- the Website or Customer Portal has been misused;
 - Authentication Credentials have been compromised;
 - there is a Cyber Incident or Security Vulnerability;
 - inaccurate, misleading or fraudulent information has been submitted;
 - access presents a security, operational or legal risk; or
 - suspension is required by Applicable Law or by a Regulatory Authority.
-

13.3 Temporary Suspension

The Company may temporarily suspend access where reasonably necessary to:

- undertake Maintenance;
- investigate suspected misuse;
- respond to a Cyber Incident;
- improve Website security;
- introduce system upgrades;
- maintain Website Availability; or
- protect Users or the Company's systems.

Where reasonably practicable, access will be restored as soon as the relevant issue has been resolved.

13.4 Termination of Accounts

Where a User Account is terminated, the Company may disable Authentication Credentials, remove access permissions and restrict future access to secure areas of the Website or Customer Portal.

Termination of access shall not affect any rights or obligations that arose before termination.

13.5 Effect of Suspension or Termination

Suspension or termination of access shall not:

- affect the continuing application of these Terms where relevant;
 - prejudice any legal rights or remedies available to the Company;
 - affect obligations relating to confidentiality, Intellectual Property Rights or Applicable Law; or
 - prevent the Company from taking any further legal, contractual or regulatory action where appropriate.
-

13.6 Restoration of Access

Where the reason for suspension has been resolved to the Company's reasonable satisfaction, the Company may restore access to the Website or Customer Portal.

Restoration of access shall be at the Company's discretion and may be subject to additional security, verification or authentication measures considered reasonably necessary.

13.7 Regulatory Requirements

Nothing within this section shall prevent the Company from suspending, restricting or terminating access where required to comply with Applicable Law, a court order, law enforcement request or the lawful direction of a Regulatory Authority.

13.8 Reservation of Rights

The Company reserves all rights to take any action reasonably necessary to protect the Website, Customer Portal, Users, Services, Intellectual Property Rights, business operations and legal obligations.

Any decision to suspend, restrict or terminate access under this section shall be made in good faith, taking into account the circumstances known to the Company at the relevant time.

13.9 Liability Following Suspension or Termination

Where access to the Website, Customer Portal, Online Services or a User Account is suspended, restricted or terminated in accordance with these Terms, the Company shall not be liable for any loss, cost, expense or damage arising directly from that suspension, restriction or termination, except where such liability cannot lawfully be excluded or limited under Applicable Law.

Nothing within this section shall affect any rights or remedies available to the Company or the User under Applicable Law.

14. CHANGES TO THESE TERMS

14.1 Right to Amend

The Company reserves the right to amend, update, replace or withdraw these Terms at any time where reasonably necessary to:

- reflect changes in Applicable Law;
- reflect changes in regulatory requirements or Regulatory Authority guidance;
- improve the Website or Customer Portal;

- introduce new Services or functionality;
 - address security or operational requirements;
 - reflect changes to the Company's business operations; or
 - improve the clarity or effectiveness of these Terms.
-

14.2 Publication of Changes

The most current version of these Terms will be published on the Website.

Where appropriate, the Company may also notify Users of material changes by means of the Website, Customer Portal, email or other appropriate Electronic Communication.

14.3 Effective Date

Unless otherwise stated, any amendment to these Terms shall take effect from the date specified within the revised version.

The "Last Updated" date shown within these Terms shall indicate when the current version became effective.

14.4 Continued Use

Continued access to or use of the Website or Customer Portal after revised Terms have come into effect constitutes acceptance of those revised Terms.

Users who do not agree with the revised Terms must immediately cease using the Website and Customer Portal.

14.5 Previous Versions

The Company may retain previous versions of these Terms for internal governance, legal, regulatory, quality management or audit purposes.

Users should ensure that they refer only to the current version published on the Website unless otherwise expressly advised by the Company.

14.6 Urgent Changes

Where reasonably necessary to address a Cyber Incident, Security Vulnerability, legal requirement or other urgent operational issue, the Company may implement immediate amendments to these Terms without prior notice.

Where required by Applicable Law, Users will be informed of such changes as soon as reasonably practicable.

14.7 No Waiver of Rights

Failure by the Company to exercise any right or remedy following a breach of these Terms shall not constitute a waiver of that right or remedy.

Any waiver shall be effective only if made expressly in Writing by an authorised representative of the Company.

14.8 Reservation of Rights

Nothing within this section limits the Company's ability to introduce additional policies, notices or contractual documents governing specific Services, Customer Portal functionality or Online Services.

Where additional terms apply, they shall operate alongside these Terms unless expressly stated otherwise.

14.9 Version Control

These Terms are maintained as a controlled document by the Company.

Each published version shall identify, as a minimum:

- the document version number;
- the effective date;
- the date of the latest revision; and
- where appropriate, a summary of significant changes.

Upon publication of a revised version, all previous versions shall be superseded unless expressly stated otherwise by the Company.

The Company may retain historical versions for legal, regulatory, audit, quality management and business continuity purposes.

15. GOVERNING LAW AND JURISDICTION

15.1 Governing Law

These Terms, together with any dispute, claim or non-contractual obligation arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales.

15.2 Jurisdiction

Subject to any **mandatory rights available to Consumers under Applicable Law**, the courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute, claim or legal proceedings arising out of or relating to these Terms, the Website, the Customer Portal or any associated Online Services.

15.3 Alternative Dispute Resolution

The Company encourages Users to raise any concerns or complaints directly with the Company in the first instance, allowing an opportunity for the matter to be resolved promptly, fairly and amicably.

Nothing within this section prevents either party from seeking interim, injunctive or other urgent relief through the courts where appropriate.

15.4 Compliance with Applicable Law

Nothing within these Terms shall require either the Company or the User to act in a manner that would be unlawful or contrary to Applicable Law.

Where any provision of these Terms conflicts with Applicable Law, that provision shall be interpreted or, where necessary, severed only to the extent required to achieve compliance, with the remainder of these Terms continuing in full force and effect.

15.5 International Access

The Website may be accessed from countries outside the United Kingdom.

Users accessing the Website from outside the United Kingdom are responsible for ensuring that their access to and use of the Website complies with all laws, regulations and legal requirements applicable within their own jurisdiction.

The Company makes no representation that the Website, Website Content or Online Services are appropriate or available for use in every jurisdiction.

15.6 Reservation of Rights

Nothing within this section shall limit the Company's right, where permitted by Applicable Law, to commence legal proceedings, seek injunctive relief or enforce its Intellectual Property Rights

or other legal remedies in any competent jurisdiction where reasonably necessary to protect the Company's legitimate business interests.

15.7 Regulatory Cooperation

The Company reserves the right to cooperate fully with law enforcement agencies, Regulatory Authorities, courts and other competent authorities where required by Applicable Law or where reasonably necessary to:

- comply with legal or regulatory obligations;
- protect the Company's legal rights and legitimate business interests;
- protect the Website, Customer Portal or Online Services;
- investigate suspected unlawful activity, fraud or Cyber Incidents; or
- safeguard Users, employees, contractors, suppliers or members of the public.

Such cooperation shall always be carried out in accordance with Applicable Law and the Company's legal obligations relating to confidentiality, privacy and the protection of Personal Data.

16. CONTACT INFORMATION

16.1 Contacting the Company

Questions regarding these Terms, the Website, the Customer Portal or any of the Company's Online Services should be directed to the Company using the contact details published on the Website.

The Company will endeavour to respond to genuine enquiries within a reasonable period.

16.2 General Enquiries

General enquiries regarding the Company's Services may be submitted using any of the following methods:

- the online contact forms available on the Website;
- the Customer Portal (where applicable);
- email;
- telephone; or
- post.

The Company's current contact details are published on the Website and may be updated from time to time.

16.3 Legal Notices

Where these Terms require a notice or communication to be provided in Writing, it should be sent using the contact details published by the Company for legal or contractual correspondence.

The Company may specify alternative contact details for particular legal notices or contractual matters where appropriate.

16.4 Security and Vulnerability Reporting

Reports relating to Cyber Incidents, Security Vulnerabilities or suspected misuse of the Website or Customer Portal should be submitted to the Company as soon as reasonably practicable using the contact details published on the Website.

Users should provide sufficient information to enable the Company to investigate the matter promptly and effectively.

16.5 Data Protection Enquiries

Questions relating to the processing of Personal Data, privacy rights or data protection matters should be submitted using the contact details provided within the Company's Privacy Policy.

Where applicable, the Company will respond in accordance with Applicable Data Protection Legislation.

16.6 Regulatory and Official Enquiries

Regulatory Authorities, law enforcement agencies, courts and other competent public authorities requiring information from the Company should use the appropriate contact details published by the Company for official correspondence.

The Company reserves the right to verify the identity, authority and legitimacy of any request before disclosing information, except where disclosure is required by Applicable Law.

16.7 Changes to Contact Details

The Company reserves the right to amend its contact details from time to time.

The most up-to-date contact information published on the Website shall apply and shall supersede any previous contact details published within earlier versions of these Terms.

17. GENERAL PROVISIONS

17.1 Entire Agreement

These Terms, together with any documents expressly referred to within them, constitute the entire agreement governing the User's access to and use of the Website, Customer Portal and Online Services.

Nothing within these Terms shall amend, replace or override the Company's Terms & Conditions of Supply, Privacy Policy or any other contractual agreement unless expressly stated.

17.2 No Third Party Rights

Unless expressly stated otherwise, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

This shall not affect any right or remedy available to a third party under Applicable Law where such rights cannot lawfully be excluded.

17.3 Assignment

The Company may assign, transfer, subcontract, delegate or otherwise deal with its rights and obligations under these Terms where reasonably necessary as part of its business operations or corporate structure.

Users may not assign, transfer or otherwise dispose of any rights or obligations under these Terms without the Company's prior written consent.

17.4 Electronic Communications

Where these Terms require information or notices to be provided in Writing, Electronic Communications may satisfy that requirement where permitted by Applicable Law.

The User accepts that the Company may communicate electronically in connection with the Website, Customer Portal and Online Services.

17.5 Survival

Any provision of these Terms which, by its nature or purpose, is intended to continue after suspension, termination or expiry shall remain in full force and effect.

This includes, without limitation, provisions relating to Intellectual Property Rights, confidentiality, limitation of liability, governing law, jurisdiction and any accrued rights or obligations.

17.6 Relationship of the Parties

Nothing within these Terms creates any partnership, joint venture, agency, employment relationship or other legal relationship between the Company and the User beyond that expressly provided for within these Terms.

17.7 Exercise of Rights

Any right, power or remedy available to the Company under these Terms or Applicable Law may be exercised independently or together with any other right, power or remedy.

Failure or delay by the Company in exercising any right shall not constitute a waiver of that right.

17.8 Good Faith

The Company intends these Terms to operate fairly, reasonably and in accordance with Applicable Law.

Where any ambiguity arises, these Terms shall be interpreted in a manner consistent with their commercial purpose and the principles set out in **Section 3 – Interpretation**.

17.9 Reservation of Rights

The Company reserves all rights not expressly granted under these Terms.

Nothing within these Terms shall prejudice any legal, equitable or statutory rights or remedies available to the Company under Applicable Law.

17.10 Document Status

These Terms form part of the Company's documented governance framework for its Website, Customer Portal and Online Services.

The Company shall maintain these Terms under appropriate document control procedures and may review, amend and republish them from time to time in accordance with Section 14.

Nothing within this clause shall prevent the Company from issuing additional policies, standards, procedures, guidance or contractual documents where appropriate to support the operation, security, compliance or governance of its digital services.

Where any inconsistency exists between these Terms and any mandatory legal requirement, Applicable Law shall prevail to the extent of that inconsistency.