

BKT Website terms & conditions

Website usage - Terms & conditions



1. Definitions

In the context of these terms and conditions, the following words shall have the following meanings:

"BKT" means Brown, Knight & Truscott, a company limited by guarantee registered under number 2753137, having its registered office at:

North Farm Road, Tunbridge Wells TN2 3BW

"The Website" means any website under the ownership or control of BKT from which a link has been created to these terms and conditions;

"The Material" means all of the information, data, text, graphics, links or computer code published on, contained or available on the Website.

2. Applicable terms and conditions

The Website is owned by BKT and your use made of this site (including registrations made via the Website), is subject to these terms and conditions. BKT reserves the right to modify or revise these terms and conditions at any time by updating the text of this page. Your continued use of the website after any changes have been made constitutes your acceptance of the modified terms and conditions

3. Use of the website

3.1 You are entitled to view any parts of the Website, which are not password protected and to use for your own purposes the information set out in the Website provided it is used for information purposes, for reproduction for your personal use only.

3.2 You may not use any of the information for reproduction on any other website or for commercial gain.

3.3 If you wish to create a link to the Website you must notify BKT and obtain BKT's approval for the link before it is created.

3.4 You must not copy, store, nor transmit in any form or by any means to any third party any part of the Website without the written permission of BKT.

4. Copyright and trade marks

4.1 BKT, or those who supply the content of the Material, owns copyright in the Material. Unauthorised use of the Material including reproduction, storage, modification, distribution or republication without the prior written consent of BKT or, where applicable, the respective copyright owner(s) is prohibited.

4.2 The names and logos of BKT and all related product and service names, designs and slogans are the trade names, service marks or trade marks of BKT and may not be used without the prior consent of BKT.

4.3 All works in the nature of databases attract database rights.

5. Disclaimer and warranty

5.1 The website is intended to provide general information only and has not been written to meet individual requirements. It is your sole responsibility to satisfy yourself that the information is appropriate for you prior to using the information in any way for your purposes. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in this website.

5.2 Whilst BKT has taken every precaution in compiling this Website it does not represent or warrant that the information accessible via the Website is accurate, complete or error free. Therefore, neither it nor any contributors to the site can be held responsible for any action (or the lack thereof) taken by any person or organisation wherever they shall be based, as a result, direct or otherwise, on information contained in or accessed through this Website.

5.3 BKT has no liability whatsoever in respect of any use which you make of such information except in the case of personal injury or death caused by the negligence of BKT.

5.4 BKT does not represent or warrant that the Website or the server are free from viruses or bugs. Therefore no liability is accepted for damage caused through the downloading of viruses and you are recommended to take all appropriate safeguards before downloading information from the Website.

5.5 Whilst BKT makes all reasonable attempts to exclude viruses from the website it cannot ensure such exclusion and no liability is accepted for damage caused through the downloading of viruses. Therefore, you are recommended to take all appropriate safeguards before downloading information from the Website.

5.6 BKT hereby disclaims all warranties and conditions with regard to the Material and any goods or services supplied in relation to the Website, whether express or implied or statutory (including all implied warranties and conditions of merchantability and fitness for a particular purpose). In no event shall BKT be liable for any indirect, punitive, special, incidental, or consequential damages whatsoever even if BKT has been advised of the possibility of damages including, without limitation, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of the Website, interruptions or delays to the Website, the provision of or failure to provide services, or for any information, Material, goods and services obtained through the Website or otherwise arising out of the use of the Website, whether based on contract, tort or otherwise to the fullest extent permitted by law.

6. Your warranty and indemnity

6.1 You agree to use this Website only for lawful purposes, and in a way which does not infringe the rights of, restrict, or inhibit the use and enjoyment of this site by any third party (which includes, without limitation, conduct which is unlawful or which may harass or cause distress or inconvenience to any person, the transmission of obscene or offensive material or disruption of normal flow of dialogue within this Website).

6.2 You will indemnify BKT, its employees and agents, and keep them harmless against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against BKT, its employees and agents, as a result of your use of the Website, the Material or any part thereof for whatever purpose, to the fullest extent permitted by law.

7. Third party websites

The Website could contains links to websites operated by parties other than BKT. Such links are provided for your convenience only. BKT does not control such websites, and is not responsible for their content. BKT does not endorse any material on such websites. Therefore you are solely responsible for assessing the value and integrity of the information contained on and also any goods and services offered by such websites.

8. Privacy and data protection

Please see our Privacy Policy, a copy of which can be found on this website.

9. Encryption

Although we take appropriate measures to provide a secure environment where possible online payment details are accepted, the security of information and payments transmitted via the Internet cannot be guaranteed. Any loss incurred or sustained by you shall be borne solely and exclusively by you and in no event shall any such loss in whole or part be borne by BKT or it's agents.

10. General

10.1 If any provisions of these terms and conditions are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

10.2 Any failure of BKT to exercise or enforce any of its rights under these terms and conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the subsequent exercise or enforcement or any such rights.

11. Jurisdiction

The terms and conditions and your use of the Website shall be governed by the laws of England and Wales. Any disputes arising out of or in relation to the Website and/or transactions carried out on the Website or these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.