

## Terms of website use

This page (together with the documents referred to on it) tells you the terms on which you may make use of our website [www.triagecentral.co.uk](http://www.triagecentral.co.uk) (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

## Information about us

[www.triagecentral.co.uk](http://www.triagecentral.co.uk) is a site operated by Triage Central Limited (“We”). We are a limited company, registered in Scotland under company number SC186908, with our registered office at Earlsgate House, 35 St Ninians Road, Stirling, Stirlingshire, FK8 2HE. Our VAT number can be provided on request.

## Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period, and we do not warrant that use of our site and/or any downloads from our site will be uninterrupted and error free.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

You agree that we shall be entitled to make all reasonable enquiries to verify your identity prior to accepting your application to use any particular service we offer. If we are not happy with the information you provide, or if you do not provide all the information we ask for, we reserve the right not to grant you the right to use that particular service.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. You agree to indemnify us for any loss, injury, damage, costs or expenses arising directly or indirectly from any disclosure by you or unauthorised use of your user name and password.

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

## **Intellectual property rights**

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 reference and you may draw the attention of others within your organisation to material 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 material on our site must always be acknowledged.

You must not use any part of the materials 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 of use, 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.

No material protected by copyright, trade mark or other proprietary rights shall be uploaded, posted, submitted or otherwise made available on our site without the express permission (and agreement to the terms hereof) of the owner of the copyright, trade mark or other proprietary right and the burden of determining that any material is not protected by such rights rests with you. You shall be solely liable and hereby undertake to indemnify us and our officers, employees, agents, representatives and contractors for any damages resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from any uploading, posting or submission.

All designs, texts, graphics, codes and the selection or arrangement of them are the copyright or database rights of ours and/or are utilised by us under appropriate licences.

## **Reliance on information posted**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## **Our website is subject to change**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## **Our liability**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the fullest extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

### **Triage Central Limited**

Earlsgate House, 35 St Ninians Road, Stirling, FK8 2HE

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and
  - for any other loss or damage of any kind, however arising and whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

If we discover any typographical, clerical or other error or omission in any page posted on this website then such error shall be subject (as soon as practicable) to correction or deletion (as appropriate) without any liability on our part.

## **Your liability**

By using our site, you undertake to fully indemnify us (and keep us fully indemnified) in respect of all liabilities, losses, costs, damages, expenses or other claims suffered or incurred by us which arise from your misuse of our site, or arising from your breach of any of these terms and conditions.

## **Information about you and your visits to our site**

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **Uploading material to our site**

You are prohibited from posting or transmitting to our from our site any material: -

- that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial or religious hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- for which you have not obtained all necessary licences and/or approvals; or

which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world. Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

## **Triage Central Limited**

Earlsgate House, 35 St Ninians Road, Stirling, FK8 2HE

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site.

## **Viruses, hacking and other offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to 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.

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

## **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to [info@triagecentral.co.uk](mailto:info@triagecentral.co.uk).

## **Links from our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Jurisdiction and applicable law**

The Scottish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

### **Triage Central Limited**

Earlsgate House, 35 St Ninians Road, Stirling, FK8 2HE

## **Trade mark**

[Virtual DNA] is a trade mark of Triage Central Limited

## **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Any revised terms shall take effect as at the date of their posting on our site. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## **Your concerns**

If you have any concerns about material which appears on our site, please contact [info@triagecentral.co.uk](mailto:info@triagecentral.co.uk).

Thank you for visiting our site.