

Grampian Business Finder Terms of Use

These terms cover the United Kingdom and do not legally cover access of the Service from any other jurisdiction. You are responsible for all compliance with laws and regulations which apply to you.

These Terms of Use were last modified on 27 October 2019.

1. Definitions
2. Service Content
3. Links and User Content
4. Use of Information
5. Intellectual Property Rights
6. Limitation of Liability
7. Our Rights
8. General Definitions

Grampian Business Finder.co.uk is part of This Little Piggy (Scotland) Limited. Our registered company number is SC485654 and our registered office is at Aberdeen Business Centre, 11 Bon Accord Crescent, Aberdeen AB11 6DE. Where we refer to ourselves in this Agreement, this is also taken to include (where the context allows) our group companies, affiliates, and our and/or their employees, associated and contracted persons, and persons supplying services to us or them. You can contact us via our online contact form.

Where we refer to you in these Terms of Use, this also includes any person that accesses or uses our Service on your behalf. The “Terms of Use” include the terms set out here and our Privacy Policy as made available via the website.

The “Service” consists of the website currently located at www.grampianbusinessfinder.co.uk, any pages we operate on third party social media applications, and the content and services we make available through them via the internet, mobile devices including smart phones and tablets, and/or interactive television devices and services.

Service Content

The vast majority of the material on the Service originates from our users and we have little or no editorial control over the material. We therefore cannot guarantee the accuracy, timeliness, completeness, performance or fitness for any particular purpose of the material available through the Service. We cannot accept responsibility for errors, omissions, or inaccurate material available through the Service, and make no warranty that the Service will be uninterrupted or error free, or

that any defects will be corrected.

Whilst we take steps to prevent misuse of our systems, we cannot warrant that the Service will be free of viruses or other malicious code and accept no liability for loss or damage caused from the transmission of such code. We recommend that you always use up-to-date firewalls and anti-virus software to protect your equipment and data.

The reviews and other information found on the Service are provided by users clients submitted, not by us. We do not endorse or recommend any particular third party service. Any review you receive from clients is at your own risk, and we will not be liable for any loss or damage arising out of or in connection with reputation or financial loss (except to the extent that such liability cannot be excluded by law).

Links and User Content

It is not possible for us to review all websites which are linked from the Service (or link to the Service), and you should therefore take care when following any link. We cannot accept liability for any loss or damage that may be suffered as a result of following any links.

Use of Information

You agree not to copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your own information or content which is shareable by share button or url) from the Service without our prior written permission.

You consent to information about the device you use to access the Service being collected and processed for fraud prevention purposes and we may use third parties (and information they provide) to help us prevent fraud or unauthorised access to our Service.

Intellectual Property Rights

You acknowledge that all present and future copyright and other intellectual property rights subsisting in, or used in connection with, the Service or any part of it (the "Rights"), including the manner in which the Service is presented or appears and all information and documentation relating to it is our property (or that of our licensors), and nothing in these Terms of Use shall be taken to transfer any of the Rights to you.

Solely for the purposes of receiving the Service, we hereby grant to you for the period during which the Service is provided a non-exclusive, non-transferable, licence to use the Rights.

Limitation of Liability

Notwithstanding any other provision, nothing in these Terms of Use shall exclude or limit either party's liability for death or personal injury caused by that party's negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

If you are dissatisfied with the Service or any of these Terms of Use, your sole

remedy under these Terms of Use shall be to discontinue use of the Service.

Without limiting the foregoing, we shall have no liability for any failure or delay resulting from any matter beyond our reasonable control.

Other than as set out in this Limitation of Liability section, and notwithstanding any other provision of these Terms of Use, we shall not be liable in contract, tort, negligence, statutory duty, misrepresentation or otherwise, for any loss or damage whatsoever arising from or in any way connected with these Terms of Use.

Save as expressly set out herein, all conditions, warranties and obligations which may be implied or incorporated into these Terms of Use by statute, common law, or otherwise and any liabilities arising from them are hereby expressly excluded to the extent permitted by law.

We shall not be liable for any loss of business, loss of profits, business interruption, loss of business information, loss of data, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage).

In the event that any limitation or exclusion of liability in these Terms of Use proves ineffective, then we shall not be liable to you for more than £100 in aggregate. If you register on the website, then only the aggregate cap on liability under the agreement which you enter into upon registration shall apply.

We cannot guarantee the day or time that we will respond to any email, telephone or written enquiries or Website form submissions other than that it will be as soon as possible.

Each of the provisions of this Clause shall be construed separately and independently of the others.

Our Rights

We reserve the right at all times to edit, refuse to post, or to remove from the Service any information or materials for any reasonable reason whatsoever, and to disclose any information we deem appropriate to satisfy any applicable law, regulation, legal process, police request or governmental request.

We reserve the right to restrict your access to the Service at any time without notice for any reasonable reason whatsoever.

Without prejudice to the generality of the above, we reserve the right to restrict your access to the Service at any time without notice in the event that we suspect you to be in material breach of any term of these Terms of Use.

We reserve the right to modify or discontinue temporarily or permanently all or part of the Service with or without notice without liability for any modification or discontinuance.

We may vary these Terms of Use from time to time and shall post such alterations on the Service.

General

Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms of Use.

If any provisions hereof are held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms of Use shall remain in full force and effect unless the business purpose of these Terms of Use is substantially frustrated, in which case they shall terminate without giving rise to further liability.

You may not assign, transfer or sub-contract any of your rights hereunder without our prior written consent. We may assign, transfer or sub-contract all or any of our rights at any time without consent.

No waiver shall be effective unless in writing, and no waiver shall constitute a continuing waiver so as to prevent us from acting upon any continuing or subsequent breach or default.

These Terms of Use constitute the entire agreement as to its subject matter and supersedes and extinguishes all previous communications, representations (other than fraudulent misrepresentations) and arrangements, whether written or oral.

You acknowledge that you have placed no reliance on any representation made but not set out expressly in these Terms of Use.

Any notice to be given under these Terms of Use may be given via e-mail, regular mail, or by hand to the address provided on the Website or otherwise as notified by one party to the other.

Nothing herein shall create or be deemed to create any joint venture, principal-agent or partnership relationship between the parties and neither party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.

Notwithstanding any other provision in these Terms of Use a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce these Terms of Use

These Terms of Use shall be subject to the laws of Scotland and the parties shall submit to the exclusive jurisdiction of the Scottish courts.

In the event of any comments or questions regarding these Terms of Use (including the Privacy Policy) then please Contact Us.