

# Important Legal Notice

This legal notice applies to the entire contents of the Website under the domain name [www.kcsgroup.com](http://www.kcsgroup.com) (the Website), and to any correspondence by email between us and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms.

If you do not accept these terms, do not use the Website. This notice is issued by KCS Group Europe Limited (the Company or us).

If you use the Website during your business or work, you are also agreeing to these terms on behalf of that business. No conduct by the Company shall constitute acceptance of any other terms or conditions.

Your attention is drawn to the limitations on the Company's liability set out in paragraph 7 below. You should also read our [Privacy Policy](#).

## 1. INTRODUCTION

- 1.1. By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.
- 1.2. The Company may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the current legal notice, because it is binding on you.

## 2. LICENCE

- 2.1. You are permitted to print and download extracts from the Website for your own use on the following basis:
  - 2.1.1. no documents or related graphics on the Website are modified in any way;
  - 2.1.2. no graphics on the Website are used separately from the corresponding text; and
  - 2.1.3. you reference [www.kcsgroup.com](http://www.kcsgroup.com) as the source
- 2.2. Unless otherwise stated, all copyright, database rights and all other intellectual property rights of any kind in all material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with clause 2.1 for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.
- 2.3. Subject to clause 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission. To seek permission, please email [info@kcsgroup.com](mailto:info@kcsgroup.com)
- 2.4. Any rights not expressly granted in these terms are reserved.

## 3. SERVICE ACCESS

- 3.1. While the Company endeavours to ensure that the Website is normally available 24 hours a day, the Company shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 3.2. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

## Important Legal Notice

### 4. VISITOR MATERIAL AND CONDUCT

- 4.1. You may not:
  - 4.1.1. misuse the Website (including, without limitation, by hacking);
  - 4.1.2. copy, publish, republish or redistribute, communicate or disseminate to third parties, or create derivative works from, full text articles, photographs, graphics, tables or images in any way other than as permitted under Section 2.
  - 4.1.3. archive or store any of the Website's content for access by anyone other than yourself; and/or
  - 4.1.4. remove the copyright from any copies of the Website's content or documents.
- 4.2. The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of clause 4.2.

### 5. LINKS TO AND FROM OTHER WEBSITES

- 5.1. Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed these third-party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.
- 5.2. You may not create any links to the Website from any other website without first obtaining the Company's written permission, permission may be withheld for any reason at the sole discretion of the Company. Where any permission is granted it may be on such terms as the Company may from time to time determine.
- 5.3. You shall and hereby agree to fully indemnify the Company, and keep the Company fully and effectively indemnified, for any loss or damage suffered by the Company or any of its group companies for breach of clause 5.2.

### 6. DISCLAIMER

- 6.1. While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.
- 6.2. The material on the Website is provided without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Website.

## Important Legal Notice

### 7. LIABILITY

- 7.1. The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.
- 7.2. The Company will not be liable to any party where performance of any of its obligations is prevented or restricted by any circumstance or cause beyond its reasonable control, including without limitation, Act of God; industrial action; import or export regulations or embargoes; power failure or breakdown in machinery.
- 7.3. Nothing in this legal notice shall exclude or limit the Company's liability for:
  - 7.3.1. death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977; or
  - 7.3.2. fraud; or
  - 7.3.3. misrepresentation as to a fundamental matter; or
- 7.4. any liability which cannot be excluded or limited under applicable law. Any person using the Website hereby indemnifies the Company and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them and agrees to keep such persons fully and effectively indemnified in respect of all costs, expenses, damages and demands incurred or injury occurring to any person, company or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which we may become liable in respect of:
  - 7.4.1. any alleged infringement of the copyright, design or other industrial property rights used on the Website (whether such rights are owned or licensed by the Company);
  - 7.4.2. any use of material on the Website which results in the need for servicing, repair or correction of equipment, software or data.

### 8. CORPORATE INFORMATION

- 8.1. KCS Group Europe Limited is a company registered in England and Wales under company registration number 06506553, Registered office address: One Fleet Place, London, England, EC4M 7WS.
- 8.2. Any notice under these terms shall be in writing and, unless delivered to a party personally, shall be sent by first class post, recorded delivery, or e-mail, in the case of the Company, the address detailed above should be used.

### 9. GENERAL

- 9.1. You may not license or transfer any of your rights under these terms and conditions. The Company may transfer any of its rights or obligations under these terms and conditions to any company within the Company's group of companies but if it does, so it will ensure that any such company will continue to honour your rights under these terms and conditions.
- 9.2. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms and conditions, which will remain in full force and effect.

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9.3. Failure by either party to exercise any right or remedy under these terms and conditions does not constitute a waiver of that right or remedy. Headings in these terms and conditions are for convenience only and will have no legal meaning or effect.

### 10. GOVERNING LAW AND JURISDICTION

10.1. This legal notice shall be governed by and construed in accordance with English law. Disputes arising regarding this legal notice shall be subject to the exclusive jurisdiction of the English courts.

### 11. CONTACT US

11.1. Please feel free to contact us in any of the following ways:

- 11.1.1. by email at [info@kcsgroup.com](mailto:info@kcsgroup.com)
- 11.1.2. by telephone on +44(0) +44 207 245 1191 (during normal office hours); or
- 11.1.3. by writing to us at: One Fleet Place, London, England, EC4M 7WS

These terms were last updated in May 2018. © KCS Group Europe Limited [www.kcsgroup.com](http://www.kcsgroup.com)