

The Buying Group Website Terms and Conditions of Use

Please read these terms and conditions (these 'Terms') carefully as they contain important information about your rights and obligations when using this website and any of our affiliated sites, including but not limited to <https://samedeal.co.uk>, <https://thebuyinggroup.co.uk>, <https://www.plbg.co.uk>, <https://www.pdbg.co.uk> and <https://heatingandkitchens.co.uk> (collectively the 'Website'/'Site') and in particular clauses 9 and 10. You should print a copy of these terms for future reference.

The Website (and our affiliated sites) is owned and operated by the Buying Group, formed of Samedeal Ltd, Registered Number 07977346, whose registered office is at 85 Ilkeston Road, Trowell, Nottingham, NG9 3PY and its subsidiary companies and trading bodies, Heating and Kitchens PDBG Ltd and PLBG Ltd ('we'/'us'/'our').

1. How these Terms apply

- 1.1 By using the Website you are agreeing to comply with and be bound by these Terms regarding the use of the Website in consideration for us allowing you to access and use the Website. You must not use the Website if you do not agree to comply with and be bound by these Terms.
- 1.2 Use of the Website includes accessing or browsing the Website, creating an account or otherwise registering with us, and/or subsequent ordering any products or services we make available via the Website and any of our affiliated sites, third party merchants or stockist distributors from time to time.
- 1.3 We reserve the right to change these Terms at any time. We will take reasonable steps to make you aware of any changes to the Terms, for example by posting them on the Website. You agree to be bound by the version of these Terms displayed on the Website at the time you use it. You are therefore advised to check this page from time to time. In the event of any conflict between the current version of these Terms and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

2. Access

- 2.1 You are responsible for making all arrangements necessary for you to have access to the Website.
- 2.2 You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms, and that they comply with them. In accordance with Clause 5.5 below, you are responsible for ensuring that all such persons do not gain access to sensitive content (including but not limited to commercial rates).
- 2.3 The Website may be temporarily unavailable at any time because of server or systems failure or other technical issues, or reasons that are beyond our control, required updating, maintenance or repair.
- 2.4 Where possible we will try to give you advance warning of maintenance issues but shall not be obliged to do so.
- 2.5 While all content (including but not limited to prices) on the Website is provided in good faith and is deemed accurate at the time of uploading, we do not guarantee that our Site, or any content on it (including prices), will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

3. **Registering on this Website**

- 3.1. Certain parts of the Site (including the ability to purchase goods and services offered by us and/or our business partners) will require registration and the creation of an account in order to access them.
- 3.2. By registering on the Website you undertake:
 - 3.2.1. That all the details you provide to us are truthful, accurate, current and complete in all respects
 - 3.2.2. To notify us immediately of any changes to the information provided
 - 3.2.3. That you are over 18 or if under 18 you have a parent or guardian's permission to register with the Website under their supervision
 - 3.2.4. To only use the Website using your own username and password
 - 3.2.5. To make every effort to keep your password safe
 - 3.2.6. Not to disclose or make available to anyone your password or any other information or asset (including but not limited to your membership card(s)) we provide to enable your access to our content, goods and services

- 3.2.7. To change your password or to tell us immediately upon discovering that it has been used without your permission
- 3.2.8. To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them
- 3.2.9. To be responsible for all actions taken under your username and password
- 3.3. We reserve the right to suspend or terminate your access to the Website and take any other such action as we deem necessary (and lawful) if you breach your undertakings in this clause.

4. Intellectual property and Use of the Website

- 4.1. In these Terms, Intellectual Property Rights include copyright, design right, trade marks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in software, design, materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort of us and/or employees, moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world).
- 4.2. The software code contained in and related to the Website and the materials appearing on or forming part of the Website, including without limitation text, images, videos, audio, photographs, graphics, databases and other content and materials are protected by Intellectual Property Rights owned by us and/or our licensors. You acknowledge that the Intellectual Property Rights in the Website and any software code used with and material supplied as part of the Website shall remain with us or our licensors.
- 4.3. You may retrieve and display materials on the Website on a computer screen or web browser; download and store in electronic form materials on the Website; save pages from the Website for offline viewing, and print one copy only of materials (including quotations with which you are provided) on the Website.
- 4.4. Copying, downloading, storing or printing the materials on the Website for any reason other than for personal use in accordance with clause 4.3 is expressly prohibited.

- 4.5. Subject to clause 4.3, you agree that you will not (and will not assist or facilitate any third party to) otherwise reproduce, modify, copy, distribute, transmit, publish, display, sell, rent sub-license, commercially exploit or otherwise re-user in any manner or create derivative works from any of the materials on the Website.
- 4.6. No licence is granted to you to use any of our trademarks, branding or logos (whether registered or unregistered) or those of our affiliated companies.
- 4.7. You agree that you will not use our Intellectual Property Rights in any way other than allowed under these Terms and any infringement by you of our Intellectual Property Rights will be a material breach of these Terms.
- 4.8. **You must not:** download or print pages of the Website for commercial use other than use permitted by clause 4.3; alter the content of any webpage you download or print; share or distribute materials which are made available from your use of the Website (including but not limited to quotations) with other another individual / third party or use any images, videos or photographs on the webpage without the accompanying text.
- 4.9. **You must:** keep intact all and any copyright and proprietary notices accompanying or attached to the materials on the Website you download, copy, store or print; acknowledge us as the owners or licensees (as appropriate) of the content of the Website; erase any pages of the Website or materials on those pages downloaded other than in accordance with this clause; and destroy any pages of the Website or materials on those pages printed other than in accordance with this clause.
- 4.10. **You must not:** modify, adapt, translate, reverse engineer, decompile or disassemble any code or program used by or in connection with the Website.
- 4.11. We reserve the right to: make changes to the information or materials on this Website at any time; temporarily or permanently change, suspend or discontinue any aspect of the Website, including the availability of any features, information, database or content or restrict access to parts of or the entire Website without notice or liability to you or any third party; and to refuse to post material on the Website or to remove material already posted on the Website.
- 4.12. You may not use the Website for any of the following purposes:
 - A. Disseminating any unlawful, harassing, libellous, abusive, threatening, fraudulent, malicious, harmful, vulgar, obscene, or otherwise objectionable material
 - B. Stalking, harassing, threatening, blackmailing any person or violating or interfering with the rights of any other person including their right to privacy

- C. Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise
- D. Breaching any applicable local, national or international laws, regulations or code of practice
- E. Gaining unauthorised access to other computer systems
- F. Interfering with any other person's use or enjoyment of the Website
- G. Breaching any laws concerning the use of public telecommunications networks
- H. Interfering with, disrupting or damaging networks or websites connected to the Website
- I. Utilisation of data mining, robots or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website or the contents of the Website
- J. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation
- K. To create and/or publish your own database that features all or substantial parts of the Website or the contents of the Website
- L. Making, transmitting or storing electronic copies of materials protected by copyright or other Intellectual Property Rights without the prior permission of the owner
- M. Selling or re-selling or using for commercial purposes any of the content of or access to the Website or using for commercial purposes any of the content of or access to the Website
- N. To represent to others that there is any connection between the Website and your business or your views and opinions or that we endorse you or anything connected to you

4.13. In addition, you must not:

- A. Knowingly introduce viruses, Trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful to the Website
- B. Impersonate any other person or fraudulently provide us with incorrect information
- C. Attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to it

- D. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack
 - E. Damage, disrupt or interfere with any part of the Website, any equipment or network on which the Website is stored or any software used for the provision of the Website
 - F. Remove any copyright notice or notice of any other intellectual property right from the Website or any materials on the Website
- 4.14. A breach of clause 4.12 or 4.13 may be a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and disclose your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

5. **Suspending or terminating your access**

We reserve the right to terminate or suspend your access to the Website and/or your account immediately and without notice to you if:

- 5.1. You breach these Terms (repeatedly or otherwise);
- 5.2. You are impersonating any other person or entity;
- 5.3. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity;
- 5.4. We suspect you have engaged, or are about to engage, or have in any way been involved, in fraudulent, defamatory or illegal activity on the Website;
- 5.5. We suspect you have distributed sensitive content gained through your access to the Website (including but not limited to commercial rates) to any third party.
- 5.6. We may also take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from any breach by you of these Terms and hereby exclude any and all liability arising out of any actions that we may take in response to breaches of these Terms.

6. **Reviews**

- 6.1. You acknowledge that any review, feedback, rating or other user-generated content which you leave or submit to the Website may be published by us on the Website and you agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to our other websites, publications or marketing materials.
- 6.2. You grant us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, copy, reproduce, transmit, adapt, edit, prepare derivative works from, make available to third parties, distribute, display, sublicense and publish the content of any content submitted by you.
- 6.3. You undertake that any review, feedback or rating that you write (or other content you submit) shall:
 - 6.3.1. Comply with applicable law in the UK and the law in any country from which they are posted
 - 6.3.2. Be factually accurate
 - 6.3.3. Contain genuinely held opinions (where applicable)
 - 6.3.4. Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of any person or be deceiving
 - 6.3.5. Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence
 - 6.3.6. Not infringe any trademark, copyright (including design rights), database right, or other intellectual property rights of any other person or breach any legal duty you owe to a third party
 - 6.3.7. Not be used to impersonate any person, or to misrepresent your identity
- 6.4. We are not responsible to any third party for the content or the accuracy of the content which you have posted or uploaded.
- 6.5. You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback, rating or other user-generated content posted by you on the Website, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.
- 6.6. We reserve the right to publish, edit or remove any reviews without notifying you.
- 6.7. You agree that we may disclose your identity to any third party who claims that content which you have posted or uploaded infringes their intellectual property rights or right to privacy or is defamatory.

6.8. The views expressed by other users on the Website do not represent our views or values.

7. Linking to the Website

7.1. You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent.

7.2. Any agreed link must:

7.2.1. Be to the Website's homepage and not to any other page on the Website

7.2.2. Be established from a website or document that is owned by you and does not contain content that is offensive, controversial, defamatory, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which they are hosted

7.2.3. Be provided in such a way that is fair and legal and does not damage our reputation or take advantage of it

7.2.4. Not suggest any form of association, approval or endorsement on our part where none exists

7.2.5. Not cause the Website or content on the Website to be embedded in or 'framed' by any other website

7.2.6. Not cause the content of the Website to be displayed differently from the way it appears on the Website

7.3. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

7.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

8. External links

To provide increased value and convenience to our users, we may provide links to other websites, information or resources for you to access at your sole discretion and risk. You acknowledge and agree

that we are not in control of or responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

- 8.1. The privacy practices of such websites
- 8.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources
- 8.3. The use which others make of these websites
- 8.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources

9. **Disclaimer**

- 9.1. The content on the Website is provided for general information only. It is not intended to be advice on which you should rely. It shall be your responsibility to ensure that any products, services or information available through the Website (either directly or indirectly) meet your specific requirements.
- 9.2. We attempt to ensure that the information available on the Website at any time is accurate. However, we do not guarantee the accuracy, reliability or completeness of material on this Website. We use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of them. We make no commitment to ensure that such material is correct or up to date.
- 9.3. Any price changes posted on the Website are effective immediately and we are not liable for any actions you may take in reliance to the pricing on our Website.
- 9.4. Insofar as is permitted by law, the Website is provided on an 'as is' and 'as available' basis without any representation, warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Terms or required by law), including in relation to fitness for purpose or that the Website will meet your requirements, achieve any specific results that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 9.5. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free,

that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.

- 9.6. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Website. You are responsible for maintaining appropriate anti-virus software on and appropriately configuring the technological devices, platform and computer programs you use to access the Website that are in your control. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses, Trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.

10. **Limitation of liability and indemnity**

- 10.1. If you are a consumer, nothing in these Terms affects your legal rights. You can obtain advice about your legal rights from Citizens Advice if you need to.
- 10.2. We cannot exclude or limit our responsibility to you for:
- 10.2.1. Death or personal injury resulting from our negligence
 - 10.2.2. Fraud or fraudulent misrepresentation
 - 10.2.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987
 - 10.2.4. Any liability, right or remedy which we cannot exclude or limit pursuant to the Consumer Rights Act 2015
 - 10.2.5. Any other matter for which it would be unlawful for us to exclude or attempt to exclude our liability
- 10.3. Subject to clause 8.2, we will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations or otherwise for the below mentioned losses where they have arisen from use of or inability to use the Website, or from use of or reliance on any material or content displayed on the Website or on any linked websites:

- 10.3.1. Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings)
 - 10.3.2. Any loss of goodwill or reputation
 - 10.3.3. Any special or indirect losses
 - 10.3.4. Any loss of data
 - 10.3.5. Wasted management or office time
 - 10.3.6. Any other consequential loss or damage of any kind
- 10.4. You agree to fully reimburse us, our officers, directors, employees and suppliers for all losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Terms by you, or any other act or omission by you in using the Website or by any other person accessing the Website using your personal information with your authority that results in any legal responsibility on our part to any third party.

11. Use of personal data

- 11.1. Any and all personal information that we may collect or that you may provide to us (on registration or otherwise) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights and our obligations under that Act.
- 11.2. We may use your personal information to provide and administer your account, reply to any communications you send to us, and to send you important notices (including, but not limited to, relating to service changes, changes to your account, or changes to these Terms or any other terms we impose from time to time). We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by us include an unsubscribe link.
- 11.3. We will not pass on your personal information to any third parties unless they are group companies or our trusted third-party service provider partners and we have notified you of disclosure.
- 11.4. The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for us or a third party we collaborate with. By submitting your personal data, you agree to this transfer, storing or processing.

- 11.5. Personal data is stored using strict procedures and security features to try to prevent unauthorised access but, due to the nature of the internet, we cannot guarantee the security of data transmitted to our site and any transmission is at your own risk.
- 11.6. If we make any substantial changes in the way we use your information we will notify you by sending a notice to the email address you provided us with on registration.

12. **General**

- 12.1. We reserve the right to add to, modify and change any services, products, product prices (including rates), product specifications and availability at any time.
- 12.2. Each of the sub-clauses of these Terms should be considered separately. If any of these Terms are found to be unenforceable, invalid or illegal, such provisions shall be deemed to be severed and the rest of these Terms will continue to have full effect.
- 12.3. These Terms are in English only.
- 12.4. We will not lose our rights under these Terms by reason of any delay by us in enforcing those rights.
- 12.5. Any delay by us in enforcing our rights, non-enforcement of our rights or agreement not to enforce our rights in respect of one breach by you of these Terms will not prevent us from fully enforcing our rights in respect of any other breach by you of these Terms.

13. **Governing law and jurisdiction**

These Terms are governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over legal proceedings in connection with your use of the Website, any breach of these Terms and any question in connection with the interpretation or application of these Terms.