

Henry Boot

Website terms and conditions

Overview

These terms and conditions ("website conditions of use") govern your ("you" or "your") use of the website which we, Henry Boot PLC ("we" "us" or "our") operate from the URLs www.henryboot.co.uk and www.henryboot.com ("website").

By using the website you agree to be bound by these website conditions of use. If you do not agree with any part of these website conditions of use, you may not access or use the website.

Other applicable terms

The following additional terms also apply to use of the website:

- Our privacy policy, which sets out the terms on which we process any personal data that we collect from you or that you provide to us. By using the website you consent to such process and you warrant that all data provided by you is accurate.
- Our cookie policy, which sets out information about the cookies on the website.

Use of the website

You may access and use the website for your personal, non-commercial use.

Provided you retain all copyright and proprietary notices, you may:

- retrieve and display the content of the website on a screen;
- print copies of the content for your own personal use; and
- store the content in electronic form (except that you may not store it on any server or other storage device connected to a network).

You may not use this website or its contents:

- for commercial purposes;
- for resale purposes including the systematic extraction and/or re-utilisation of any part or the contents of this website (e.g. item listings, descriptions, prices);
- to download (other than page caching) or modify the website, or any portion of it;
- to interfere with or disrupt any network or website connected to this website or gain unauthorised access to other computer systems; to interfere with the enjoyment or use of the website by any other person;
- for any purpose which is unlawful.

In addition you may not in relation to this website, use any:

- data mining, robots, or similar data gathering and extraction tools;
- framing techniques to enclose the trade marks, logos and other proprietary images, text, layouts and formats which we use on the website;
- meta tags or any other "hidden text" which uses our name or trade marks.
- Using this website does not give you permission to link to it or to use any of the trade marks, designs, get-up and/or logos contained within it.

Investment

The information on the website is intended to be informative for customers, investors and others who are interested in us and our subsidiaries. It is general in nature and is not intended to address any person's particular requirements.

We will use reasonable care to ensure that information is accurate at the time it is added onto the site.

It should be noted, however, that we cannot guarantee that the information is accurate or that third parties have not tampered with it, and that we shall not be liable for any losses or damages that anyone may suffer as a result of relying on this information. The content and scope of the information may be changed by us at any time.

The website's content is not intended to and shall not be deemed to constitute any form of advice, recommendation, representation or an invitation or inducement to engage in any investment activity, particularly in relation to any company within the Henry Boot group of companies.

The website is not intended to be relied upon by users making (or refraining from making) any specific investment or other decisions about investment, and you should not rely on the information contained on this website. Any use of it is entirely at your risk and we do not accept any liability for any acts or omissions resulting from your decision or opinion formed on the basis of use of the website.

Prior to engaging in any investment activity, we recommend that you should seek advice from an independent adviser authorised by the Financial Services Authority. The value of shares and the income from them can go down as well as up. Past performance cannot be relied upon as a guide to future performance.

Intellectual property

This website and its content including all text, graphics, logos, button icons, images, data compilations and software used in connection with this website, is our property or that of our suppliers and is protected copyright, trade marks, database rights and other intellectual property rights.

Availability and connectivity

Whilst we make every effort to ensure the website is available at all times, given the nature of the Internet, we cannot guarantee this will always be the case or that the website will be fault or error free. Occasionally we may suspend or restrict access to the website to allow us to carry out essential updating, maintenance and repairs. In these circumstances, we will endeavour to restore your access to the website as soon as possible.

Use of this website requires internet connectivity and telecommunications links. You are responsible for any costs or charges that you may incur in using the website.

Liability

The website is provided "as is". Whilst we have taken every care in the preparation of the content of the website we cannot guarantee that it is accurate or error-free. We will not be

responsible for any errors or omissions or for any technical difficulties you may experience with the website.

We shall not be liable to any person for any loss or damage which may arise from the use or misuse of this website or any of the materials on the website (including loss of revenue, business, profits, contracts, anticipated savings, wasted expenditure, data, reputation, business interruption, business opportunity or goodwill). Nothing in these website conditions of use excludes our liability to you for personal injury or death caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited under English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the website or any content on it, whether express or implied.

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

Third party sites

The website may include links to third party web sites ("third party site(s)") from time to time. You acknowledge and agree that we will not be responsible for the availability of such third party sites and will not be responsible or liable for any content or services available from such third party sites. You should check the privacy statements and terms and conditions of use of third party sites accessible from this website.

Viruses

We do not guarantee that the website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the website. You should use your own virus protection software.

You must not misuse the website 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 the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the website 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 the website will cease immediately.

Alterations to these website conditions of use

We reserve the right at any time to make changes to these website conditions of use and such other policies as we may notify you of. Please check these website conditions of use and documents referred to in them from time to time as you will be subject to the policies and terms and conditions in force at the time you use the website. If any of the terms of these website conditions of use are deemed invalid, void or unenforceable for any reason, they will be deemed severable and not affect the validity and enforceability of the remaining terms and conditions.

Waiver

If you breach these website conditions of use and we take no action we will still be entitled to use our rights and remedies in other situations where you are in breach.

Governing law and jurisdiction

These website conditions of use are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the non-exclusive jurisdiction of the English courts, as do we.

Company information

Henry Boot PLC

Registered in England and Wales : 160996

Registered Office: Isaacs Building, 4 Charles Street, Sheffield S1 2HS

VAT Number: 308672646

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