

**WILLIAM REED GROUP**  
**WEBSITE TERMS & CONDITIONS**  
**October 2024**

**1. Website Terms of Use**

- 1.1 The terms and conditions (the “Terms”) set out below will govern your use of this website (the “Site”). The Site is owned and operated by William Reed Ltd registered in England no. 2883992 (“William Reed”, “Us”, “We” or “Our”). William Reed specifically reserves all rights to limit provision of Our products and services to select persons, countries or geographic regions.
- 1.2 Please read these Terms carefully. By continuing to access and use the Site you are deemed to have understood and agreed to them. If you do not agree to them you must refrain from using this Site and any services available through it.

**2. Disclaimer**

- 2.1 This Site contains information, text, data, graphics, photographs, illustrations, artwork, names, logos, trade marks and information about William Reed and its partners and on the products and services it and they provide (the “Information”).
- 2.2 The Site, Information and Content (as described below) is provided “as is” and on an “as available” basis only and William Reed does not give any representation, warranty, condition or other term as to its accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Site or any of the Content or Information. William Reed has tried to ensure that all the Information provided on the Site is correct at the time of publication. However no responsibility is accepted by or on behalf of William Reed for any errors, omissions, or inaccurate Information or Content on the Site. Further, William Reed does not warrant that the Site will be uninterrupted or error free or that any defects will be corrected.
- 2.3 William Reed accepts no liability for the results of any action taken on the basis of the Information or Content and all implied warranties, conditions and other terms including but not limited to the implied warranties, conditions or terms of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Terms to the extent that they may be excluded as a matter of law. We do not attempt to exclude any rights you may otherwise have as a consumer that We cannot exclude as a matter of law.
- 2.4 When you purchase a Product or Subscription (as described below), William Reed’s liability in contract, tort (including negligence) or otherwise arising out of or in connection with the performance or observance of its obligations to supply any Product or Subscription under these Terms shall be limited to the amount of the price paid by you to Us in respect of the Product or Subscription in question.
- 2.5 Without prejudice to clause 2.4, save in respect of death or personal injury resulting from our negligence or fraud, neither William Reed nor any of its directors, employees or other representatives will be liable for any loss you suffer including, without limitation, indirect or consequential loss, or any damages arising from loss of use, data or profits, whether in contract, tort or otherwise, arising out of or in connection with the use of this Site.
- 2.6 You accept that after you leave this Site (whether knowingly or not) William Reed can no longer be responsible in any way for any material that you encounter and We exclude to the fullest extent permitted by law all liability that may arise with respect to or as a result of such material causing any damage, costs, injury or financial loss of any kind.
- 2.7 You indemnify and hold William Reed and any of its officers, employees or agents harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of, or conduct on, the Site, any provision or use of your Content and/or any breach of these Terms.

**3. Registration**

- 3.1 To order Products or Subscriptions, contribute Content or use any services we provide through the Site, you must register your details with Us (including your name and e-mail address) to become a registered user (“User”). You understand and acknowledge that to the extent the data submitted by You amounts to personal information, such personal information will be processed

in accordance with the requirements of applicable data protection laws and our privacy policy. For further information, please read our privacy notice, which can be found at <https://www.william-reed.com/William-Reed-Group-Privacy-Notice> and our Cookies Policy at <https://www.william-reed.com/William-Reed-Group-Cookie-Statement>, both available via the Home page. If you do not agree to Our privacy notice or cookies policy you should not become a User of this service.

- 3.2 You are solely responsible for all use of and for protecting the confidentiality of your email verification and password. You must not share this information with any third parties. You must notify Us immediately of any unauthorised use of them or any other breach of security regarding Our Site that comes to your attention. Additionally, you indemnify Us against any unauthorised use of your User details, including use by a third party where you have allowed or facilitated access.
- 3.3 You undertake to register as a User using accurate, complete and current information and to maintain and update any changes to that information.
- 3.4 You acknowledge that permission to become a User is granted at the sole discretion of William Reed and such permission may be withdrawn at any time without notice.

#### 4. **Linking**

- 4.1 Websites or web pages to which this Site is linked are for information purposes and have not been reviewed by William Reed. To the extent that such websites or web pages do not contain information about William Reed, our Products and services, we accept no responsibility for the content of such Sites or web pages, nor do we accept responsibility for any losses or penalties incurred as a result of your use of any links or reliance on the content of any website to which this Site is linked.
- 4.2 When you access a website, through a link from the Site, you accept that it is independent from the Site and that William Reed has no control over the content of the linked third party website. Accordingly a link to a website does not mean that William Reed endorses or accepts any duty or responsibility for the content, accuracy or the use of the contents of such website. The content on third party websites may change without notice to William Reed. You should take precautions to insure protection of your privacy as well as to insure against Destructive Features (as described below).
- 4.3 You may not frame, link or deep-link this Site except for the home page to any other website without our prior written consent. Should you wish to frame or to set up a link / deep-link to our Site please contact [robert.proctor@wrbm.com](mailto:robert.proctor@wrbm.com).

#### 5. **Computer Viruses, Worms and Trojan Horses**

- 5.1 Whilst we use reasonable endeavours to protect this Site (including Information and downloads) from computer viruses, worms, Trojan Horses and other such destructive features (the "Destructive Features"), we do not warrant that the Site is free from such Destructive Features and accept no liability for any damage that may result from the transmission of any Destructive Feature via this Site or via any files which are available for you to download from the Site. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.
- 5.2 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Site or any service made available through it and that it is compatible with the Site. We give no warranty, condition or other term that the Information is compatible with all computer systems and browsers.

#### 6. **Intellectual Property Rights and Reproduction**

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6.2 You are permitted to download, print, store temporarily, retrieve and display Information from the Site on a computer screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk (but not on any server or other storage device connected to the network) for your personal use or for internal use within your organisation.

6.3 You are not permitted (except where we have given you express permission to do so or you are otherwise permitted to do so by law) to adapt, modify, copy, reproduce, distribute, republish, disassemble, decompile, reverse engineer, create derivative works from, download, post, broadcast, transmit or re-transmit in any other way any of the Information on the Site.

6.4 Without our prior written consent, you shall not:

- a) access any part of the Website or Content, data or information you do not have permission or authorisation to access or for which William Reed has revoked your access;
- b) use robots, spiders, scripts, service, software or any manual or automatic device, tool, or process designed to data mine or scrape the Content, data or information from the Website, or otherwise use, access, or collect the Content, data or information from the Website using automated means;
- c) cache or archive the Content (except for a public search engine's use of spiders for creating search indices solely for the inclusion of links and short, non-AI synthesized snippets of the Content in search results); or
- d) use the Content for the development of any software program, model, algorithm, or generative AI tool, including, but not limited to, training or using the Content in connection with the development or operation of a machine learning or artificial intelligence (AI) system (including any use of the Content for training, fine tuning, or grounding the machine learning or AI system or as part of retrieval-augmented generation).

## 7. **Participating in online communities**

7.1 If applicable, Users of this Site may post CVs, job searches, comments and other content, questions, or other information ("Content") onto the Site, as long as the Content is not illegal, obscene, pornographic, abusive, threatening, defamatory, false, unreliable, misleading, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to Us or to third parties, or objectionable, does not consist of or contain any Destructive Features, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" and does not bring the Site or William Reed into disrepute. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Content. We reserve the right (but not the obligation) to remove or edit any Content.

7.2 If you do post Content on this Site, you grant the following rights to the following persons unless and until you remove your Content from this Site or notify Us of the revocation of this licence:

- a) to William Reed:
  - i) a limited, non-exclusive, royalty-free and fully sub-licensable right to use, reproduce, modify, adapt, publish, create derivative works from, distribute, and display such Content throughout the world in connection with the Site; and
  - ii) the right to use the name that you submit in connection with such Content unless you notify Us otherwise;
- b) to each user of this Site, a non-exclusive licence to access your Content through this Site, and to use, reproduce, distribute and display such Content as permitted under these Terms.

7.3 After posting your Content to this Site, you continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose. The licence does not grant Us the right to sell your Content, nor does the licence grant Us the right to distribute your Content outside of the Site (other than to users of the Site).

7.4 You represent and warrant that you own or otherwise control all of the rights to the Content that you post; that, as at the date that the Content is submitted to William Reed: (i) the Content is accurate; (ii) use of the Content you supply does not breach any applicable William Reed policies or guidelines and will not cause injury to any person or entity (including that the Content is not

defamatory). You agree to indemnify William Reed for all claims brought by a third party against William Reed arising out of or in connection with a breach of any of these warranties.

7.5 You are solely responsible for the Content that you post on or through the Site. William Reed does not endorse and has no control over the Content. Content is not necessarily reviewed by Us prior to posting and does not necessarily reflect the opinions or policies of William Reed.

#### 8. **Your Further Use of This Site**

You further agree not to use any Information on the Site except to the extent necessary to enable you to use the Site and the services provided through it. You shall not use the Site for any immoral or illegal purpose. In particular you agree that you will not:

- a) upload any files that contain any Destructive Features; or
- b) in any way damage, disable or impair the operation of the Site, or attempt to gain unauthorised access to the Site or to network connected to it, by hacking, spoofing or other such similar means.

#### 9. **Orders and subscriptions**

9.1 If applicable, when you complete an order form on this Site to order any product ("Product") or event tickets ("Tickets") or to subscribe to this Site or a magazine or other regular publication ("Subscription") and submit the order to Us using the 'Submit' button We will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to Us to purchase the Product or the Tickets or to enter into the Subscription as the case may be which is accepted only when We send an e-mail confirming that the Product or Tickets have been dispatched to you or specifying the web site where the Product or Tickets are located ("Download Area") or that the Subscription has been accepted ("Order Acceptance"). There will be no contract for the supply of a Product or Tickets or Subscription unless and until William Reed has issued an Order Acceptance for such Product or Tickets or Subscription.

9.2 You must ensure that you have completed any order form correctly. William Reed does not accept any responsibility for the consequences of any errors in completion.

9.3 Each purchase of a Product or Tickets or Subscription will be a separate transaction even if there is more than one Product or Tickets or Subscription ordered at the same time.

9.4 Your credit or debit card ("Account") will be debited with the cost of your purchase when We send you the Order Acceptance unless We notify you otherwise.

9.5 If, for any reason, your order is not accepted, you will receive e-mail notification telling you of this and your order will be cancelled. In circumstances where your order is cancelled We will not debit any money from your Account. If you have already paid for your purchase, we will refund you the full amount as soon as possible.

9.6 At any time when a Product or Tickets referred to in the Order Acceptance is in the Download Area you may access such Product or Tickets in the Download Area.

9.7 You will be responsible for the provision of the necessary software and equipment to enable you to access any Product or Tickets in the Download Area.

9.8 A Product or Tickets are only available to you in the Download Area for thirty (30) days after the issue of Our Order Acceptance. It is your responsibility to access the Product or Tickets in the Download Area within the time limit and if you fail to do so for any reason you will not be entitled to any refund of the payment you have made for the Product or Tickets.

9.9 William Reed warrants that any Product and any Subscription shall a) conform to the description advertised on the Site; b) not infringe the intellectual property rights of any third party; and c) comply with all relevant legislation.

9.10 No representation or warranty, condition or term is given that any Product or Subscription purchased from Us is accurate, complete or current nor that it is of satisfactory quality or fit for purpose.

9.11 We shall not be responsible for your use of the Product or any Subscription. You shall be responsible for complying with any applicable data protection, copyright and other legislation and regulations.

9.12 Any Product or Tickets or Subscription supplied by William Reed is for your use only and may be used only for the personal or, as the case may be, internal operational purposes of the purchasing business. It may not be used for any other commercial purpose whatsoever, nor may it be modified, copied, distributed, transmitted, displayed, performed, reproduced, published, licensed or

transferred. No derivative works may be created from it nor may any information obtained from it be sold.

- 9.13 You may cancel the purchase of a Product within seven working days of the day after the date the item is delivered to you. However, you accept that this right to cancel does not apply to digital items (e.g.: Reports) where the Product is sent to a Download Area or where you purchase a Subscription to access the Site or other subscription only content that We provide since We will begin providing these services to you immediately. To cancel your purchase of a Product under this clause you should notify Us in writing within the seven working day period. You should then package the Product securely and send it to Us with a note confirming the contract cancellation. You are responsible for the costs of returning the Product to Us unless We delivered the item to you in error or the item is faulty. The return address is Order Cancellations, William Reed Directories at the address in Clause 1.1. Where you are cancelling the purchase of a Product We will refund the relevant part of the purchase price for that Product.
- 9.14 You may cancel the purchase of Tickets up to twenty (20) working days before the event. Cancellations must be confirmed in writing to the William Reed company issuing the ticket at William Reed Group, Broadfield Park, Crawley RH11 9RT and will be subject to a twenty per cent cancellation charge. Cancellations after that date will be subject to full payment. Non-attendance or non-payment does not constitute cancellation. William Reed reserves the right to alter the content and timing or location of the event for reasons beyond its control.
- 9.15 Refunds of Subscriptions to a publication or, if applicable, to this Site are only available if a claim for a refund is made within thirty days of subscribing or renewing a Subscription. Claims for refunds must be made in writing by e-mail to [customer.service@wrbm.com](mailto:customer.service@wrbm.com) or by post (other than for The Grocer) to the Subscription Department, William Reed Group, Broadfield Park, Crawley RH11 9RT or for The Grocer to The Grocer, Abacus e-media, 107-111 Fleet St, London EC4A 2AB. Refunds are not available for continuous subscriptions.
- 9.16 Prices displayed on the subscriptions section of the Site will prevail at all times in relation to orders placed on-line. Prices quoted on screen include delivery charges and taxes (where applicable) unless otherwise stated.
- 9.17 Unless a longer period has been agreed the minimum subscription period in all circumstances is one year.
- 9.18 Fixed-term subscriptions must be paid for in advance by credit/debit/charge card. Upon receipt and acceptance of your order and payment We will inform you of the date on which your subscription will begin.
- 9.19 A continuous subscription can be taken out by Direct Debit ('DD') or by debit or credit card payment. A UK bank account is required for DD subscriptions. Upon receipt and acceptance of your order We will inform you of the date on which your subscription will begin and the intervals at which you will be charged. If the amounts to be paid or the payment dates change, We will notify you at least 40 working days in advance of your account being debited or as otherwise agreed. You may cancel your continuous subscription at any time by giving 30 days written notice to [customer.service@wrbm.com](mailto:customer.service@wrbm.com).
10. **Free Prize Draws and Competitions**  
If you are invited on this Site to enter any prize draw or competition, entry is subject to these Terms which must be read in conjunction with the general and specific terms and conditions that apply to that particular prize draw or competition located at <https://www.william-reed.com/promotion-terms/> ("Promotion Terms") and which will be deemed to be incorporated into these Terms. In the event of any conflict between these Terms and the Promotion Terms, then the latter shall prevail.
11. **Data Protection and the William Reed Privacy & Cookies Policy**  
We may require basic information which identifies you as an individual, such as your name and email address, in order to enable you to take advantage of our services. We will only use such personal information for the purposes of providing information or services which you have requested or for other related purposes as set out in our Cookies Policy and Privacy Notice, which form part of these Terms.
12. **Complaints or Queries**

In the event that you have any complaints or queries concerning our services, Subscriptions, Products or Tickets or about this Site generally, please contact our Company Secretary at robert.proctor@wrbm.com or our Data Protection Officer at dataprivacy.wrbm.com by post at William Reed Group, Broadfield Park, Crawley RH11 9RT.

13. **Changes to the Terms**

William Reed reserves the right, at its discretion, to make changes to any part of this Site, the Information or these Terms. Should these Terms be amended, we will publish details of the amendments on the Site. It is your responsibility to refer to and comply with these Terms on accessing this Site. Failure to comply may lead to action being taken against you. By continuing to use the Site after we have published the notification you agree to be bound by these Terms as amended.

14. **Severability and waiver**

14.1 If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

14.2 If you breach these Terms and We take no action against you, We will still be entitled to enforce Our rights against you in relation to that breach and to use Our rights and remedies in any other situation where you breach these Terms.

15. **Events beyond our control**

William Reed will not be responsible for any breach of these Terms (including in relation to supplying any Product or Subscription) caused by circumstances beyond its reasonable control, including without limitation acts of god, war, terrorism or technical difficulties.

16. **File Download**

Certain files of Information may be available for download from the Site. These files of Information are subject to these Terms.

17. **Third Party Rights**

Except for our affiliates, directors, employees or representatives, a person who is not a party to these Terms has no statutory or other right to enforce them, to the extent that any such right can be lawfully excluded.

18. **Entire Agreement**

Except for in the case of fraud, these Terms constitute the entire agreement between you and William Reed in relation to the subject matter.

19. **Governing law**

These Terms are subject to English law and to the exclusive jurisdiction of the English courts.