Calon Associates Ltd - Website Terms of Use

1 Terms and conditions

Please read these terms and conditions carefully before using our site.

Welcome, and thanks for visiting our website www.caloncontrols.com (the "Site"). This Site is made available to you in accordance with the following terms and conditions (the "Terms").

Please read these terms carefully before using this Site. Whenever you use this Site, you're agreeing to these terms and conditions. If you do not agree to these terms, you must not use our Site.

We may amend these terms and conditions from time to time. Please check this page to make sure you are aware of and understand the current applicable terms.

These Terms were last updated on 25 Sep 2024.

2 Who we are and how to contact us

This website is operated by Calon Associates Ltd., ("Calon", "we", "us", "our"), a company registered in England and Wales under company number 03304422, with its registered office at 2 Whitworth Court, Runcorn WA7 1WA.

For the purposes of these terms any reference to "you" or "your" means you, the user.

If you have any questions in relation to these Terms, please contact us at: support@caloncontrols.com

3 Other terms that may apply

The personal data you provide to us on this Site will be subject to our Privacy Policy. Please make sure you read our Privacy Policy so you understand how we process your personal data and our personal data practices.

Our site also uses cookies, for further information about the cookies used on this Site please see our Cookie Policy.

4 Changes to our site

We are constantly developing and so is our website. We may update, suspend or withdraw, this Site at any time and without notice to reflect changes to our services, our users' needs and our business priorities. We will try to give you reasonable notice of any suspension or withdrawal.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

5 We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these terms.

6 No reliance on information provided on this site

We believe everything on our website is accurate; however, we cannot always guarantee that it is.

6.1 This Site is provided on an “AS IS” and “AS AVAILABLE” basis. We make no representation or warranties of any kind, express or implied, as to the operation of this site or the information, content or materials included on this site.

6.2 The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely.

6.3 We encourage you to check and verify any information on which you intend to rely. Whilst we make every effort to provide up to date information this is not always possible, and we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

6.4 You are responsible for making all arrangements necessary for you to have access to this Site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

7 Our site is for business users in the UK and EU

We do not operate outside of the UK and EU.

7.1 Our site is directed to businesses based in the United Kingdom and the European Union. We do not represent that content available on or through this Site is appropriate for use or available in other locations.

7.2 Products advertised or described on this site carry the CE and / or UKCA mark for use in the UK and EU. Unless otherwise stated in the product description or datasheet, or marked on the product itself, you should not assume that the product is suitable for use in other jurisdictions which may be subject to different local approval, certification or safety regimes.

7.3 We may limit the availability of this Site or any service or product described on it to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom or European Union, you do so at your own risk.

8 Your account details

You must keep your password a secret and are responsible for any actions carried out under your username.

8.1 If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

8.2 You will be responsible for all activities and orders that occur or are submitted under your username and/or password.

8.3 We have the right to disable, cancel or require you to change any username or password, whether chosen by you or allocated by us, at any time, if in our opinion there is likely to be a breach of security or misuse of our website, or you have failed to comply with any of the provisions of these terms of use.

8.4 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at: support@caloncontrols.com. We would also suggest that you also change your password immediately through our website.

9 How you may use material on our site

This section explains the rights connected to the pictures, designs and other content that you find on our site.

9.1 We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

9.2 You must not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from our Site.

9.3 You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.

9.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

9.5 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

9.6 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

9.7 We respect the intellectual property rights of others and we ask our users to do the same. If you are aware that any of your intellectual property rights have been infringed on the website, please contact us to report the concern.

9.8 Where Calon is the owner of the intellectual propery rights, use is subject to Calon's Copyright and Intellectual Property Rights statement.

10 Trademarks

Please do not use trade marks used on the site without asking.

10.1 The Site may include the trademarks or registered trade marks of Calon, as well as trade marks that third parties have granted us permission to use.

10.2 All trademarks used on the site belong to their respective owners.

10.2 These trade marks include (but are not limited to) the “Calon” name, Calon logo and “C” icon. You are not permitted to use them without our, or the trade mark owner’s, approval unless they are part of material you are using as permitted under section 9 above.

11 Our responsibility for loss or damage

We disclaim any legal liability for any events that transpire from your use of our website where legal to do so.

11.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

11.2 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

11.3 We will not be liable to you for any direct, indirect or consequential damages, or any other any damages of any kind whether based on warranty, contract, tort (including negligence) or otherwise, even if foreseeable, arising under or in connection with:
(a) use of, or inability to use, our site; or
(b) use of or reliance on any content displayed on our site.
(c) In particular, we will not be liable for:
(i) loss of profits, sales, business, or revenue;
(ii) business interruption;
(iii) loss of anticipated savings; or
(iv) loss of business opportunity, goodwill or reputation.

12 Linking to our site

12.1 You may link to (but in no way replicate) our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. Linking to our site indicates that you accept these terms. Please do not link to our site if you do not agree and accept these terms.

12.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

12.3 You must not establish a link to our site in any other site that is not owned by you.

12.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

12.5 We reserve the right to withdraw linking permission without notice.

12.6 If you wish to link to or make any use of content on our site other than that set out above, please contact us at: support@caloncontrols.com

13 Websites we link to

We might link to other sites, but we do not have any control over what they do.

13.1 Where our Site contains links to other sites provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We encourage you to review the terms and conditions and privacy policy for any third party sites you link through from this site.

14 We are not responsible for malware

Cyber Security is everyone's responsibility.

15.1 We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

15.2 You must not misuse our Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not gain or attempt to gain unauthorised access to our Site, the server on which our site is stored or any server, computer or databases connected to our site. You must not attack our Site 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 a breach, you right to use our Site will cease immediately.

15 Governing law

Your use of the Site, these Terms and any dispute arising in connection with them is subject to the laws of England and Wales. In the event of any dispute you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

16 Contact us

If you have any questions about these terms, please contact us at: support@caloncontrols.com