



## PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE

### What's in these terms?

These terms tell you the rules for using our website [Paterson Simons | West and Central Africa's Leading Supplier of Cranes \(our site\)](#).

### Who we are and how to contact us

[Paterson Simons | West and Central Africa's Leading Supplier of Cranes](#) is a site operated by Paterson Simons & Co.(Africa)Limited (**we, us, our**). We are registered in England and Wales under company number 00453843 and have our registered office at 4 The Offices, 10 Fleet Street, Brighton, East Sussex, BN1 4ZE.

We are a limited company.

To contact us, please email [website@patersonsimons.com](mailto:website@patersonsimons.com) or telephone our customer service line on [+44 \(0\) 1273 625969](tel:+44(0)1273625969).

### By using our site you accept these terms

By using our site, you confirm that you accept these terms of service and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

### There are other terms that may apply to you

These terms of service refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [Privacy Policy | Paterson Simons](#), which explains how we collect, use and store your personal data.
- Our Cookie Policy [[Website Cookie Policy / Paterson Simons](#)], which sets out information about the cookies on our site.

If you purchase goods or services from our site, our Terms and Conditions of Supply and Terms and Conditions of Purchase will apply.

The following documents also form part of these terms of service:

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#### **PATERSON SIMONS & CO. (AFRICA) LTD.**

4 The Offices, 10 Fleet Street, Brighton, BN1 4ZE, United Kingdom

**Tel:** +44 1273 625 696

**Email:** [sales@patersonsimons.com](mailto:sales@patersonsimons.com)

**Web:** [patersonsimons.com/overview](http://patersonsimons.com/overview)

Registered Office: as above  
Registered in England and Wales No. 453843



## **WEST & CENTRAL AFRICA'S HEAVY LIFTING SPECIALISTS**





### **We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

### **We may make changes to our site**

We may update and change our site from time to time to reflect changes to our services or products, our users' needs and our business priorities.

### **We may suspend or withdraw our site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of service and other applicable terms of service, and that they comply with them.

### **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 the contract.

### **Site users**

We do not represent that content available on or through our site is appropriate for use or available in other locations.

### **How you may use material on our site**

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.

### **No text or data mining, or web scraping**

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.



The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

You shall not use, and we do not consent to the use of, our site, or any data published by, or contained in, or accessible via, our site or any services provided via, or in relation to, our site for the purposes of developing, training, fine-tuning or validating any AI system or model.

This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Our site, its content and any services provided in relation to the same are only targeted to, and intended for use by, individuals located in the United Kingdom, Western and Central Africa or other such locations as we may trade in from time to time (each, a **Permitted Territory**). By continuing to access, view or make use of our site and any related content and services, you hereby warrant and represent to us that you are located in a Permitted Territory. If you are not located in a Permitted Territory, you must immediately discontinue use of our site and any related content and services.

#### **Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

We reserve the right to withdraw linking permission without notice.

#### **Our trade marks are registered**

“Paterson Simons” is a registered trade mark of Paterson Simons & Co (Africa) Limited. You are not permitted to use it without our approval, unless they are part of material you are using as permitted under *How you may use material on our site*.

#### **Do not rely on information on this site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

#### **We are not responsible for websites we link to**

Where our site contains links to other sites and resources 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 have no control over the contents of those sites or resources.



### **We are not responsible for viruses**

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 programs and platform to access our site. You should use your own virus protection software.

### **You must not introduce viruses**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our site or any part of it. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site or any other equipment or network connected with our site. You must not interfere with, damage or disrupt any software used in the provision of our site or any equipment or network or software owned or used by any third party on which this site relies in any way. 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 such a breach, your right to use our site will cease immediately.

### **Our responsibility for loss or damage suffered by you**

- 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.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and Conditions of Supply.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

### **How we may use your personal information**

We will only use your personal information as set out in our [Privacy Policy | Paterson Simons](#)

**Which country's laws apply to any disputes?**

If you are a business, please note that these terms of service, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of service, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.