

UK Terms of Website Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

INFORMATION ABOUT US

<https://yealand.com/> is a site operated by Yealand Administration Limited (“we”, “us”, “our”). We are a company registered in England and Wales under company registration number 06689675 and have our registered office at Suite East Wing Stuart House, St Johns Street, Peterborough, PE1 5DD.

Where appropriate, references to “we”, “us” and “our” in these terms of use shall include Carvetian Capital Management Limited, other members of our group of companies and third parties connected to us, including without limitation directors, officers, employees, partners, shareholders and agents of the foregoing.

ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to suspend, withdraw or amend the content or service we provide or advertise on our site (in whole or in part) without notice and without the need to give a reason. 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.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our Privacy Policy found here <https://yealand.com/gdpr/>. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

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, but 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.

You must not establish a link to our site from any website that is not owned by you.

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. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these terms.

If you wish to make any use of material on our site other than that set out above, please address your request to Enquiries@yealand.com.

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- in any way that causes, or may cause, damage to our site or impairment of the availability or accessibility of our site or which is otherwise harmful in nature;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below);
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and/or
- to knowingly transmit any data, send or upload any material that contains (including without limitation) viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms;
- not to attack our site via a denial-of-service attack or a distributed denial-of service attack; and
- not to access without authority, interfere with, damage or disrupt:
 - o any part of our site;
 - o any equipment, server or network on which our site is stored or any server, computer or database connected to our site;
 - o any software used in the provision of our site; or
 - o any equipment or network or software owned or used by any third party.

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.

INTELLECTUAL PROPERTY RIGHTS

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.

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

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.

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

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

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

TRADE MARKS

Any trade marks shown on the site are the trademarks of Carvetian Capital Management Limited unless expressly stated otherwise. No permission is given by us in respect of the use of any such trademarks, service marks, company names or logos or copyrights and such use may constitute an infringement of the holder's rights.

RELIANCE ON INFORMATION POSTED

The content on our site is provided on an "as is" basis, for general information only. It has not been audited or verified by any third party and is subject to change at any time, without notice. It is not intended to amount to advice on which you should rely. Specifically, our site and the information contained herein is not, and must not be treated as, investment advice, investment recommendations, or investment research and no person must take (or refrain from taking) any investment decision on the basis of the information set out on our site. Before making any investment decision, you should seek independent investment, legal, tax, accounting or other professional advice as appropriate. In making an investment decision, any person must rely on their own examination of an investment and the terms of any offering and make an independent determination of whether the interests meet their investment objectives and risk tolerance level. Past performance set out herein cannot be relied on as a guide to future performance. We neither provide investment advice, nor receives or transmits orders nor carry on any other activities that constitutes MiFID or equivalent third country business for the purposes of the Rules of the Financial Conduct Authority in the UK in relation to an investment in any fund or other security referred to on our site. We accept no duty of care to any person in relation to investments.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, as to the condition, quality, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses of the information contained on our site or that such content will be accurate, complete, up to date, uninterrupted or error free.

Certain information contained on our site was based on or obtained or derived from data published or prepared by other parties (“**Third Party Information**”). While such sources are believed to be reliable, we assume no responsibility for the accuracy of any Third-Party Information.

We therefore disclaim all liability and responsibility arising from any use of or reliance placed on all content on our site by any visitor to our site, or by anyone who may be informed of any of its contents.

NO OFFER

The content on our site is not intended to and does not constitute an offer, invitation, solicitation or recommendation to invest in any fund, security or other product or service. The information contained on our site should not be relied upon for any purpose. Any offer or invitation, if made, would be made only by way of a confidential private placement memorandum (or other formal offering document) and only in jurisdictions in which such an offer or invitation would be lawful. The information on our site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution would be contrary to local law or regulation.

OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

OUR LIABILITY

The material displayed on our site is provided without any representations, guarantees, conditions or warranties as to its accuracy. Whether you are a consumer or business user, to the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, indirect or consequential loss, fines or damage whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business or sales;
 - business interruption;
 - loss of profits or contracts, loss of savings and pure economic loss;
 - loss of anticipated savings;
 - loss of data;
 - loss of business opportunity, goodwill or reputation;
 - wasted management or office time, and
 - any other loss, fines or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

We will not be liable for any loss, fines 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 our site or to your downloading of any content on it, or on any website linked to it.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

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 programmes and platform in order to access our site. You should use your own virus protection software.

LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only and should not be interpreted as endorsement by us of those linked websites. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss, fines or damage that may arise from your use of them.

SUSPENSION AND TERMINATION

We will determine, in our sole discretion, whether there has been a breach of these terms through your use of our site. When a breach of these terms has occurred, we may take such action as we deem appropriate in our sole discretion.

Failure to comply with these terms constitutes a material breach of these terms upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

INDEMNITY

You hereby indemnify and hold us, other members of our group of companies and third parties connected to us and our, it or their directors, officers, employees, partners and agents harmless from and against all liabilities, damages, losses, fines, costs and other expenses (including, without limitation, legal fees and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us arising out of any breach by you of any provision of these terms or other liabilities arising out of your use of our site.

SEVERABILITY

If any part of these terms of use is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that part shall, to the extent required, be severed from these terms of use and shall be ineffective without, as far as is possible, modifying any other part of these terms of use and this shall not affect any other provision of these terms of use, which shall remain in full force and effect.

AMENDMENTS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we may make, as they are legally binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

JURISDICTION AND APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. We both agree that the English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site, although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other country.



YOUR CONCERNS

If you have any concerns about material that appears on our site, please contact Enquiries@yealand.com

Thank you for visiting our site.