

Website terms and conditions

1. About Us

a. This site, www.kiteconsulting.com, (the “**Site**”) is provided by Kite Consulting, a trading name of Dairy Consulting Limited with company number 14475755 and whose registered office address is at Weston Centre, 10 Grosvenor Street, London W1K 4QY, United Kingdom (the “**Company**”). The Company is a part of the Associated British Foods plc group of companies and its main trading address is at The Dairy Lodge, Dunston Business Village, Dunston, Staffordshire ST18 9AB.

2. Access to the Site

a. Access to and use of the Site is subject to the following terms. Please read them carefully before using the Site.

b. By using the Site you confirm that you accept these terms, which shall take effect immediately on your first use of the Site. If you do not agree to the following terms you must not access and/or use the Site.

c. Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw the service we provide without notice. We will not be liable if for any reason our site is unavailable at any time for any period.

3. Changes to these terms

a. The Company may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by the Company. Your continued use of the Site after changes are posted means you agree to these terms as updated and/or amended.

4. Use of the Site

a. You are permitted to print and download extracts from the Website for your own personal non-commercial use on the following basis:

- i. no documents or related graphics on the Site are modified in any way;
- ii. no graphics on the Site are used separately from the corresponding text; and
- iii. the Company's copyright and trade mark notices and these terms and conditions appear in all copies.

b. Unless otherwise stated, the copyright and other intellectual property rights in all material on the Site (including without limitation photographs and graphical images) are owned by the Company or its licensors. Any use of extracts from the Site other than in accordance with clause 4.1 is prohibited.

c. You agree to use the Site only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Site. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Site.

d. If you breach any of these terms, your permission to use the Site automatically terminates and you must immediately destroy any downloaded or printed extracts from the Site.

5. Disclaimers and Limitation of Liability

a. The Site's content, including the information, names, images, pictures, logos and icons regarding or relating to the Company and/or its products and services (or to third party products and services),

is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

b. The Company may make changes to the material of the Site, or to the products and prices described in it, at any time without notice. The material on the Site may be out of date, and the Company makes no commitment to update such material.

c. 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.

d. Parts of our Site may contain links to third-party websites for your convenience and information. If you use these links, you leave the Site. When you access a non-Company website, even one that may contain our logo or subsidiary or parent company logos, please understand that we do not control the content and are not responsible for the content or privacy practices of that site. We suggest that you carefully review the terms and conditions and privacy policies of each site you visit. These terms and conditions and our online Privacy Notice do not cover the information practices of those websites linked from our Site. These other sites may send their own cookies to users, collect data, or solicit personal information.

e. Nothing in these terms excludes or limits liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. Under no circumstances will the Company, or any of its group companies and the officers, directors, employees, shareholders or agents of any of them be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise):

- i. loss of data;
- ii. loss of revenue or anticipated profits;
- iii. loss of business;
- iv. loss of opportunity;
- v. loss of goodwill or injury to reputation;
- vi. losses suffered by third parties;
- vii. loss or damage due to viruses, distributed denial-of-service attacks, or other technologically harmful material that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Site or your downloading of any material from the Site or any websites linked to the Site; or
- viii. any indirect, consequential, special or exemplary damages arising from the use of or inability to use the Site regardless of the form of action (whether in contract, tort (including negligence), breach of statutory duty or otherwise).

f. The Company does not warrant that functions contained in the Site content will be uninterrupted or error free, that defects will be corrected, or that the Site or the server that makes it available are free of viruses or bugs.

g. If your use of the Site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

6. Intellectual Property

a. The names, images and logos identifying the Company or third parties and their products and services are subject to copyright, design rights and trade marks of the Company and/or third parties. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of the Company or any other third party.

7. Contributions to the Site

a. Where you are invited to submit any contribution to the Site (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant the Company a perpetual, royalty-free, non-exclusive, sub-licenseable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the Company's Privacy Notice. If you do not want to grant to the Company the rights set out above, please do not submit your contribution to the Site

b. Further to paragraph 7.1, by submitting any contribution to the Site, you warrant that your contribution:

- i. is your own original work and that you have the right to make it available to the Company for all the purposes specified above;
- ii. is not obscene, threatening or defamatory;
- iii. is not technically harmful; and
- iv. does not infringe any law.

c. The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of this clause 7.

8. Registration

a. Each registration is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.

b. Responsibility for the security of any passwords issued rests with you.

c. The Company has the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

9. General

a. If there is any conflict between these terms and specific terms appearing elsewhere on the Site then the latter shall prevail.

b. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

c. These terms shall be governed by and construed exclusively in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the Courts of England, including the seeking of all injunctive or ancillary relief actions.