

TATTERSALLS LIMITED – WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY
BEFORE USING THIS WEBSITE

1. Interpretation and Definitions

1.1. The following definitions apply in these Website Terms:

Tattersalls

Tattersalls Limited a company incorporated in England and Wales
Company number 00791113, whose registered office is Terrace House, Newmarket,
Suffolk, CB8 9BT.

Website

means each of the following Tattersalls websites:

- <https://www.tattersalls.com>
- <https://www.tattersallsascot.com>
- <https://www.tattersallscheltenham.com>

Website Terms

these terms and conditions, as amended from time to time.

2. The Website

2.1. By using the Website, you confirm that you accept these Website Terms and you agree to comply with them.

2.2. If you do not agree to these Website Terms, you must not use the Website.

2.3. Tattersalls recommends that you print a copy of these terms for future reference.

3. Registration

3.1. If you wish to use create an online account with Tattersalls, you must register with the Website by completing a registration form, which is located at the following link [<https://secure.tattersalls.com/4DCGI/MyAccount>]

3.2. By registering with the Website, you consent to Tattersalls handling your personal information in accordance with the Tattersalls Privacy Policy (which can be found here <https://www.tattersalls.com/privacy>)

3.3. Tattersalls may in its discretion:

(a) restrict or temporarily or indefinitely suspend your account;

(b) terminate your account;

where, in Tattersalls' reasonable opinion:

(c) you have breached these Website Terms;

(d) your actions in using the Website or the Website may cause loss or damage to other users of the Website, third parties, Tattersalls or you;

(e) any information in the Registration Form is inaccurate, inappropriate or offensive; or

(f) Tattersalls is unable to verify your identity or any information you have provided Tattersalls.

4. Other online terms that may apply to you

These Website Terms refer to the following additional terms, which also apply to your use of the Website and of the Website:

(a) Acceptable Use Policy

[<https://www.tattersalls.com/uploads/general/acceptableusepolicy.pdf>]

(b) Tattersalls' Privacy Policy [<https://www.tattersalls.com/privacy>].

See further under How Tattersalls may use your personal data at Clause 18.

5. Tattersalls may make changes to these terms

Tattersalls may amend these Website Terms from time to time. Every time you wish to use the Website, please check these Website Terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 1st June 2020.

6. Tattersalls may make changes to the Website

Tattersalls may update and change the Website from time to time to reflect changes to Tattersalls' Website user's needs and Tattersalls' business priorities.

7. Tattersalls may suspend or withdraw the Website

7.1. The Website is made available free of charge.

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

7.3. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

8. Tattersalls may transfer this agreement to someone else

Tattersalls may transfer its rights and obligations under these Website Terms to another organisation. Tattersalls will always tell you in writing if this happens and Tattersalls will ensure that the transfer will not affect your rights under the contract.

9. You must keep your account details safe

9.1. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Tattersalls' security procedures, you must treat such information as confidential. You must not disclose it to any third party.

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

9.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [tattersallsonline@tattersalls.com].

10. How you may use material on the Website

10.1. Tattersalls is the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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

10.3. 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.

10.4. Tattersalls' status (and that of any identified contributors) as the authors of content on the

Website must always be acknowledged.

10.5. You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or Tattersalls' licensors. If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at Tattersalls' option, return or destroy any copies of the materials you have made.

11. Do not rely on information on this site

11.1. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

11.2. Although Tattersalls will make reasonable efforts to update the information on the Website, Tattersalls makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

12. Tattersalls are not responsible for websites Tattersalls links to

12.1. Where the Website 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.

12.2. Tattersalls has no control over the contents of those sites or resources.

13. User-generated content is not approved by us

13.1. This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent Tattersalls' views or values.

13.2. How to complain about content uploaded by other users

13.3. If you wish to complain about content uploaded by other users, please contact us on [<https://www.tattersalls.com/contact-us>].

14. Tattersalls' responsibility for loss or damage suffered by you

14.1. Tattersalls excludes all implied conditions, implied warranties, implied representations or other implied terms that may apply to the Website and/or the Website or any content on it.

14.2. Tattersalls 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, the Website or the Website.

14.3. In particular, Tattersalls will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

14.4. Tattersalls shall not be liable for any claim relating to the use of the Website or the inability to use the Website unless legal proceedings have been issued and served on Tattersalls in respect of that claim within 12 months of such claim arising.

15. How Tattersalls may use your personal information

Tattersalls will only use your personal information as set out in its privacy policy [<https://www.tattersalls.com/privacy>].

16. Tattersalls is not responsible for viruses and you must not introduce them

16.1. Tattersalls do not guarantee that the Website will be secure or free from bugs or viruses.

16.2. You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.

16.3. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website 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. Tattersalls will report any such breach to the relevant law enforcement authorities and Tattersalls will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

17. Rules about linking to the Website

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

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

17.3. You must not establish a link to the Website in any website that is not owned by you.

17.4. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

17.5. Tattersalls reserves the right to withdraw linking permission without notice.

17.6. The website in which you are linking must comply in all respects with the content standards set out in Tattersalls' Acceptable Use Policy
[<https://www.tattersalls.com/uploads/general/acceptableusepolicy.pdf>]

17.7. If you wish to link to or make any use of content on the Website other than that set out above, please contact [tattersallsonline@tattersalls.com]

18. General

18.1. If any provision or part-provision of these Website Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Website Terms.

18.2. No failure or delay by Tattersalls to exercise any right or remedy provided under these Website Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.3. These Website Terms constitutes the entire agreement between you and Tattersalls and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and Tattersalls, whether written or oral, relating to the use of the Website.

18.4. No variation of these Website Terms shall be effective unless it is in writing and signed by a director of Tattersalls.

19. Which country's laws apply to any disputes?

These Website Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. Tattersalls and you agree to the exclusive jurisdiction of the courts of England and Wales.