

WRAS Website Terms and Conditions of use

Abstract: This document defines the conditions of use of the WRASApprovals.co.uk website.

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The official, controlled copy of this document is the electronic version held within our network server and visible to all authorised users.

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Section 1 - WRAS Website – Terms of Use

1. Accessing or using this website (wrasapprovals.co.uk) constitutes your agreement to abide by these terms and conditions, so please read them very carefully. If you do not agree with these terms the use of this website is prohibited. We may make changes to the website content and services, including these terms of use, from time to time without notice, so you should check them each time you access the Site. Continued use of the WRAS Approvals website shall be deemed acceptance of any changes to these Terms.

INFORMATION ABOUT US

2. WRAS ("we","us","our") is a trading name of Water Regulations Approval Scheme Limited (Company No. 13032384), whose registered office is at 6D Lowick Close, Hazel Grove, Stockport, SK7 5ED.

PURPOSE

3. This website is designed to provide information to help organisations and individuals comply with the Water Supply (Water Fittings) Regulations and Scottish Water Byelaws.

DEFINITIONS

- 4. Conditions: means these terms and conditions, and any additional or variation to these terms and conditions agreed in writing by Us, if any;
- 5. **Services**: the services offered to You via the Site
- 6. **Information:** all information, materials and other content on the Site, whether together or separately
- 7. Rights: copyright and all other proprietary and intellectual property rights to and in the Information whether together or separately, unless stated otherwise
- 8. Site: the website on the World Wide Web located at www.wrasapprovals.co.uk, including all Information contained on it.
- 9. Us/We/Our: relates to us, WRAS.
- 10. You/Your: relates to you, the person accessing the Site.

USE OF THE SITE

11. We will use our reasonable endeavours to provide accurate and complete Services in the general area of Water Supply (Water Fittings) Regulations and Byelaws, and You recognise that We use Our discretion in doing this. You are responsible for seeking advice and/or confirmation of all information, advice or other Site content that you rely on in any way. We therefore disclaim all liability and responsibility arising from any reliance placed



on such information by any visitor to our site, or by anyone who may be informed of any of its contents

- 12. We do not warrant or represent that the Site will be available uninterrupted, error-free, that defects will be remedied, or that the Site will contain no bugs, viruses, malware or analogous detrimental devices. You are responsible for taking appropriate steps to prevent any loss relating to such occurrences, and You agree to assume the risk for such loss, except where such loss is brought about by Our willful neglect, act or omission.
- 13. The list of approved businesses and recognised individuals on this site is updated weekly. There is a small risk that the information on the register may have been updated or modified at the time that you access the data on this site.

COPYRIGHT

- 14. We are the owner or the licensee of all intellectual property rights (including without limitation all patents, copyright, database rights, rights in software, design rights (whether registered or unregistered), trademarks (whether registered or unregistered), certifications marks, know-how and other similar rights wherever existing in the world together with the right to apply for protection of the same, in our site, and in the material published on it. All such rights are reserved.
- 15. 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.
- 16. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 17. 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.
- 18. 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.

Materials submitted to WRAS

- 19. Materials include but are not limited to images, video or other media. In submitting material to WRAS to contribute to the WRAS Approvals website or publications you agree to grant us a royalty-free, non-exclusive licence to publish and otherwise use the material in any way that we want, and in any media worldwide. This may include the transmission of the material by us to agents, contractors and other third parties who are prohibited from altering the material in any way or making it available to others without our permission.
- 20. It's important to note, however, that you still own the copyright to everything you contribute to the WRAS Approvals website and publications. If your image, video or other materials,



is accepted by us we will not, unless requested to do so, publish your name alongside it on the WRAS Approvals website or publication. WRAS cannot guarantee that all pictures or other materials will be used and we reserve the right to edit your comments.

21. At no time should you endanger yourself or others, take any unnecessary risks or infringe any laws.

TRADEMARK AND CERTIFICATION MARK

- 22. The WaterRegsUK logo/insignia, WIAPS logos and WRAS logos are subject to trademarks and certification marks by Water Regs UK and may only be used with written permission.
- 23. Eligible approval holders are entitled to use the appropriate WRAS logo in accordance with the brand guidelines and the Certification Regulations.

LINKS TO OTHER SITES

24. We do not monitor the content of third party websites. Any link provided on this Site is solely for your convenience. We make no warranty or representation regarding the accuracy, completeness, likelihood to offend, or other aspects of their content, nor accept any liability regarding the same.

PERSONAL DETAILS

25. You can access the website without giving any personal details. However, if you sign up for the WRAS Approvals newsletter this will require you to provide personal details. WRAS for its own use, holds the personal details that you submit. It is your responsibility to ensure that your personal data is accurate and up to date and to inform us of any changes that need to be made. In submitting your personal data you consent to it being processed by WRAS.

VIRUSES, HACKING AND OTHER OFFENCES

- 26. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material, which is malicious or technologically harmful. 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. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- 27. 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. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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 material posted on it, or on any website linked to it.



NOTICES

28. Any notice by You to Us must be in writing and served by sending it by recorded delivery post to Our address, set out above, or by email to an address indicated on the Site.

LIMITATIONS OF LIABILITY

- 29. The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we 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.
- 30. Any liability for any direct, indirect or consequential loss or damage 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
 - Loss of profits or contracts
 - Loss of anticipated savings
 - Loss of data
 - Loss of goodwill
 - Wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable

shall not be the responsibility of WRAS.

- 31. 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.
- 32. You acknowledge that:
 - (a) the exclusions and limitations in these Conditions are fair and reasonable in all the circumstances known at the date of Your agreement to abide by these Conditions; and
 - (b) it is not possible to foresee and provide in these Conditions for all contingencies which may give rise to loss, damage or liability.

DATA PROTECTION AND PRIVACY

33. We will comply with the Data Protection Act 1998 in processing all personal data and sensitive personal data.

GOVERNING LAW AND JURISDICTIONAL ISSUES



- 34. We make no representation that any Information on the Site is appropriate or available for use in any locations/jurisdictions other than within Great Britain. If You choose to access and/or use the Site from locations other than Great Britain, You do so totally at Your own risk.
- 35. English Law governs these Conditions and You submit to the jurisdiction of the English Courts.

Section 2: Cookies

Use of cookies by WRAS Approvals

36. Cookies are small text files that are stored on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently and improve the user experience, as well as to provide information to the owners of the site.

37. The table below explains the cookies we use and why.
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Cookie	Name	Purpose
Session Cookie	ci_session	This cookie is used to remember a user's preferences where users have previously indicated a preference, that user's preference will be stored in this cookie. Also we use cookies to links up activity before and after logging into the website.
Google Analytics / Google	_ga _gat _gid	These cookies are used to collect information about how visitors use our website. We use the information to compile reports and to help us improve the website. The cookies collect information in an anonymous form, including the number of visitors to the website and blog, where visitors have come to the website from and the pages they visited. We also utilise Google Maps functionality within the site Search feature for enhanced the usability and information for site users. <u>Read Google's overview of privacy and safeguarding data</u>
YouTube cookies		We embed videos via API integrated tool from our official YouTube channel. Read more at YouTube's embedding videos information page
Fontsize Tool	fontsize	This simply records your font size preference based on what you selected when adjusting it via the 'AAA font accessibility tools'.



MANAGING YOUR COOKIE SETTINGS

- 38. All recent versions of popular browsers give users a level of control over cookies. To find out more about cookies, including how to see what cookies have been set, visit www.allaboutcookies.org.
- 39. Find out how to manage your cookies on popular browsers:
 - Google Chrome
 - <u>Microsoft Edge</u>
 - Mozilla Firefox
 - <u>Microsoft Internet Explorer</u>
 - <u>Opera</u>
 - <u>Apple Safari</u>
- 40. To find information relating to other browsers, visit the browser developer's website.
- 41. To opt out of being tracked by Google Analytics across all websites please visit Google to change your settings.

Section 3: Accessibility

- 42. WRAS is committed to ensuring our online services are accessible to everyone, regardless of their ability. Providing an accessible website has a positive effect on general usability and we believe that websites that are accessible and usable benefit everyone.
- 43. We will continue to review, test and modify our website and any future changes of the site, for web accessibility issues and aim to ensure that this is an ongoing commitment.
- 44. We try to ensure that:
 - Content that is written clearly, concisely and in plain English
 - There is consistent navigation and page layouts are used
 - All pages use headings
 - Global navigation so that from any page you can search, access tabs for the first level of navigation and get to the home page
 - Left hand navigation to guide you through the current section of content
 - Incorporate good navigation at three or four levels and the ability to access the levels above where you are
 - Attain suitable levels of WAI compliance
 - Ability to change to text size
 - Pages are optimised to be accessed clearly through mobile devices
- 45. If you have any questions or suggestions regarding the accessibility of this site, or if you come across a page or resource that does not meet your access needs, please contact<u>info@waterregsuk.co.uk</u> and let us know, ensuring you quote the urls of the pages concerned.