

Website Terms, Conditions and Notices

Access to and use of this website is subject to the following terms, conditions and notices:

Who are we?

We are Trucost Plc a public limited company registered in England and Wales under company number 3929223 whose principal place of business is at 100 Pall Mall, London SW1Y 5HP and whose registered office is at One London Wall, EC2Y 5AB

Nature of our web site

Our web site is aimed primarily at business users (including professional partnerships, companies limited by shares (both public and private) and charitable organisations) world-wide.

Our products and services ('Trucost Services')

Trucost Membership, use of the Trucost Environmental System, calculation of the Trucost Rating, subscription to the use of the Trucost Environmental Cost Calculator 'TECC' and all related products, services and facilities (including without limitation any software) available from time to time (whether on-line or otherwise) ('Trucost Services') are subject to these terms, conditions and notices and (in the case of our Members) those set out in our [Terms and Conditions of Business](#).

Content

Use of our website and our on-line products, services, facilities and content is strictly limited to private personal and/or internal business use. You may not modify, adapt or alter any of our website content in any way. You may however access, view, browse and (save where otherwise indicated) download and print any pages of or content displayed on our website.

Intellectual property

The content of our website, all our materials and processes, and all Trucost Services are subject to proprietary and intellectual property rights arising throughout the world and protected by national and international law, treaties and conventions.

The software, know how, inventions and processes relating to our website and our on-line products, services and facilities are protected by confidentiality and/or copyright and/or design rights and/or patent protection or their equivalent throughout the world. All our website content is owned by or licensed to Trucost.

You may not carry out any act which is or may amount to an infringement of any proprietary or intellectual property rights arising in, on or relating to our website, materials, processes or any Trucost Services anywhere in the world.

You may not without the prior written consent of Trucost at any time or for any reason remove, obliterate, modify, adapt, copy, download, print or use in any way (including without limitation for any commercial gain) any material appearing on, connected to or accessible via our website including (without limitation) any marks, logos, devices, designs, software, databases, literary, musical or artistic works save strictly for your own legitimate and non-infringing private personal and/or internal business purposes.

You must notify us immediately by e-mail to ipi@trucost.com should you become aware of any proprietary or intellectual property infringement or any conduct which may amount to the same relating to our website and its content, our materials, processes or any of the Trucost Services by you or any other person.

In the event that we become aware of any such proprietary or intellectual property infringement or similar conduct we will require from you and you will supply us with all details you have concerning the alleged infringement or conduct including (without limitation) the details of the person, firm or company you believe may be responsible. You will co-operate fully with us in connection with any investigation or infringement action.

Copyright Notice

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All rights reserved. The material displayed on, or contained in or accessible via this website is protected by copyright and/or sui generis rights and/or database rights applicable throughout the world and is the property of Trucost or its licensors.

Trade Mark Notice

Trucost™ is the trade mark and Trucost Environmental System™ ,Trucost Rating™ and Trucost Environmental Cost Calculator™ are the product names of Trucost Plc.

We reserve all our intellectual property rights wherever in the world arising in and to the names 'Trucost', 'Trucost Environmental System' , 'Trucost Rating' and Trucost Environmental Cost Calculator and all other names, logos and devices belonging to and/or used by us from time to time relating to the Trucost Services, none of which may be used by you in any manner whatsoever (including without limitation in any advertising, promotional literature or publicity material) save where:

1. permitted by your [Terms and Conditions of Business](#); or
2. otherwise with our prior written consent.

Confidentiality Notice

You are responsible for maintaining the confidentiality of any password, security or access code, or account details provided to you by us at any time in connection with your use of our website and any Trucost Services. We are not in any way liable to you for any loss (direct, indirect or consequential) or damages (whether general, special or punitive include triple damages) or any costs, claims and expenses incurred by you arising from your failure to properly protect and keep secret and confidential such details.

We will take proper and reasonable steps to protect and keep secret and confidential any confidential information provided by you to us at any time. For further details please see our [Security Policy](#).

Warranty

We provide no warranty whatsoever whether express or implied (including without limitation the implied warranties as to fitness for purpose and merchantable quality) relating to our website, its content or any of the Trucost Services (save to the extent that the same may not by any law, rule or regulation be excluded). Our facilities and services are provided to you by us solely on an 'as is' basis.

Although we do carry out regular checks and monitoring of our website, on-line products, services and facilities, we do not warrant or represent that our website or the Trucost Services are provided uninterrupted or error free or that they will meet your requirements or that any errors in them will be corrected. No advice provided to you by us or any of our employees or agents whether in writing or otherwise in connection with our website or any of the Trucost Services shall create any further warranty.

Liability

We are not responsible and cannot be liable to you for any material posted on our website by any third party or any services or goods offered for sale by any third party on, by means of or by any other site accessible via our website.

You are responsible for ensuring that your computer system is adequate for the purposes of your intended use and for installing and updating virus protection software. We are not liable for any loss (direct, indirect or consequential) or for any damages (whether general, special or punitive including triple damages) or any costs, claims or expenses whatsoever caused to or suffered by you or any other person as a result of your visit to our website or the downloading of any material whatsoever (including where permitted expressly by us any software) on, by means of or accessible via our website.

We are not responsible (subject to our [Privacy Policy](#) and our [Confidentiality Notice](#) for any material supplied to us by you at any time save as required by law. Save as otherwise expressly provided for in these terms, conditions and notices or under our [Terms and Conditions of Business](#), our liability to you in connection with our website and the Trucost Services is excluded to the fullest extent permitted by law.

Indemnity

You shall indemnify and hold us harmless against any and all costs and expenses incurred by us and any and all loss, damages, costs, claims, demands and expenses (including reasonable legal costs and expenses) made against us by any person, firm or company or awarded against us by any legally competent body (including without limitation any relevant court of law, arbitrator or regulatory authority) or as a result of any mediation or any agreement signed by us and expressed to be in full and final settlement, in each case arising out of any dispute with any person, firm or company relating to any information, material or content supplied to us by you at any time.

Disclaimer

Trucost accepts no responsibility whatsoever for the content of any site connected to this website whether by hyper-link or otherwise. Any links provided from our website are on an 'as is' basis and with no warranty whatsoever whether express or implied as to their functionality, use, or in respect of the information provided on or linked to their related sites.

We take all reasonable steps to ensure that the information displayed on our website is accurate and up to date but we accept no liability whatsoever (save liability for personal injury or death resulting from our own negligence or that of our employees or agents acting strictly in accordance with our instructions) for any loss occasioned to any person firm or company (whether direct, indirect or consequential) nor for any damages (whether general, special or punitive including triple damages), costs, claims or expenses arising from any action, error or omission on our part or that of our employees or agents or any other third parties in connection with the information displayed on our website.

Important notice

The information on this website is subject to regular updating, revision, verification and amendment. This website and its content does not form part of any offer or invitation to sell or issue, or any offer to subscribe for or purchase any shares or other securities, nor shall it (or any part of it) or the fact of its distribution form the basis of, or be relied upon in conjunction with any contract therefor. No reliance should be placed for any purpose whatsoever on any of the information or on any opinions contained in this or displayed on or accessible via this website and no responsibility or liability is accepted for any such information and opinions.

Warning

The internet is not a secure medium.

While all sensible and commercially reasonable security measures are taken by us to protect any information entered by you on our website (see our [Security Policy](#)) we cannot accept responsibility for any loss,

damage, costs, claims or expenses whatsoever caused to or incurred by you or any other person, firm or company occasioned by any use or disclosure of such information whether authorised by you or otherwise, save as required by law and in particular in the UK by the provisions of the Data Protection Act 1998 (see our [Privacy Policy](#)), in accordance with our confidentiality obligations (see our [Confidentiality Notice](#)) or where we or our employees or agents acting strictly in accordance with our instructions have acted negligently

By entering the information you provide to us on-line you permit us (subject always to the provisions of our [Privacy Policy](#) and our [Confidentiality Notice](#)) to use it in relation to the Trucost Services and otherwise as Trucost, acting reasonably, believes to be lawful and in the interests of Trucost and our Clients from time to time.

Amendments/Updates

Our terms and conditions, policies and notices may be updated or amended by us from time to time to comply with any relevant rule of law, statutory obligation, code or regulation or to fulfil any requirements imposed on us for time to time by any relevant body. We recommend that you check our website regularly.

Governing law

These terms, conditions and notices and any other policies, terms, conditions and notices appearing on our website from time to time shall be at all times governed by and construed in accordance with English law and in the event of any dispute which can not be resolved amicably between us you hereby submit to the non-exclusive jurisdiction of the English courts without reference to conflict of law principles.

Contact us

If you have any queries, concerns or complaints relating to the Trucost Services please e-mail us at queries@trucost.com. If you have any queries, concerns or complaints relating to Membership please e-mail us at membership@trucost.com. If you have any queries, concerns or complaints relation to Membership please e-mail us at subscriptions@trucost.com. Alternatively, please fax us on +44 (0)870 607 2210 or write to us at 100 Pall Mall, London, SW1Y 5HP addressed to 'Queries', 'Membership' or 'Subscriptions' as appropriate.