Last Mile

Website Terms and Conditions

WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITES

1. What's in these Terms?

These Terms and Conditions apply to Your use of the following websites owned by the Last Mile group of companies. These are:

Website	Operator
https://lastmile.co.uk/	Last Mile Infrastructure Group Limited
https://lastmile-uk.com/	Last Mile Asset Management Limited
https://lastmileassetmanagement-uk.com/	Last Mile Asset Management Limited
https://lmwater.co.uk/	Last Mile Water Limited
https://lmheat.co.uk/	Last Mile Heat Limited

The sites above are collectively referred to as the " Websites" or individually as a "Website".

By using these Websites You agreed to be bound by these Terms as set out below, Your use of the Websites will be deemed as acceptance of these Terms. If You do not wish to be bound by these Terms do not use these Websites.

We may change these Terms from time to time, every time You wish to use one of Our Websites, please check these terms to ensure You understand the terms that apply at that time.

2. Definitions

"You"	means you, the user of a website and "Your" shall be interpreted accordingly.
"We/Us/Our"	means the group company which operates the Websites you are visiting. See the table above in section 1 for more information.

3. There are other terms that may apply to You

These Terms refer to the following additional terms, which also apply to Your use of Our Websites:

- Our Privacy Notice
- Our Cookie Policy which sets out information about the cookies on Our Websites.

4. Website Availabilities

We may update and change Our Websites from time to time to reflect Our users' needs and Our business priorities.

Our Websites are made available free of charge.

We do not guarantee that Our Websites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Our Websites for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access Our Websites through Your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

5. We may transfer these Terms to someone else

We may transfer Our rights and obligations under these terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the contract.

Our Websites are directed to people residing in the United Kingdom. We do not represent that content available on or through Our Websites are appropriate for use or available in other locations.

6. Our intellectual property

We are the owner or the licensee of all intellectual property rights in Our Websites, 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 Websites for Your personal use and You may draw the attention of others within Your organisation to content posted on Our Website.

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 content on Our Websites must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on Our Websites for commercial purposes without obtaining a licence to do so from Us or Our licensors.

If You print off, copy, download, share or repost any part of Our Websites in breach of these Terms Your right to use the Websites will cease immediately and You must, at Our option, return or destroy any copies of the materials You have made.

7. Prohibited uses

You must not use any of Our Websites:

- 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.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with Our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains 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 Websites in contravention of these Terms
- Not to access without authority, interfere with, damage or disrupt:
    - Any part of Our Websites;
    - any equipment or network on which Our Websites is stored;
    - any software used in the provision of Our Websites; or
    - any equipment or network or software owned or used by any third party.

8. No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to Our Websites or any services provided via, or in relation to, Our Websites. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of Our Websites or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

This clause shall not apply insofar as (but only to the extent that) We are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to Us.

The Websites' content and any services provided in relation to the same are only targeted to, and intended for use by, individuals located in the United Kingdom. By continuing to access, view or make use of Our Websites, You hereby warrant and represent to Us that You are located in the UK. If You are not located in the UK, You must immediately discontinue use of any Websites and any related content and services.

9. Do not rely on information on Our Websites

Except as required by law, We will not be responsible or liable for the quality, accuracy or fitness for a particular purpose of Our Websites and do not promise that the material contained in a Website, or any of the functions contained in a Website or its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

10. User-generated content is not approved by Us

Our Websites may include information and materials uploaded by other users, including to social media pages, video-sharing sites, 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 Our Websites do not represent Our views or values. If You are an Asset Adoption Portal user, see Our Portal Terms and Conditions for further information.

11. How to complain about or report content

If You wish to complain about any content on Our Website, please contact Us.

12. Breach of these Terms

When We consider that a breach of these Terms has occurred, We may take such action as We deem appropriate.

Failure to comply with these Terms constitutes a material breach of these Terms, which may result in Our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of Your right to use Our Websites.
- Immediate, temporary or permanent removal of any Contribution uploaded by You to Our Websites.
- 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.
- Disclosure of such information to law enforcement authorities as We reasonably feel is necessary or as required by law.

We exclude Our liability for all action We may take in response to breaches of these Terms. The actions We may take are not limited to those described above, and We may take any other action We reasonably deem appropriate. To report any content You feel breaches these terms please contact Us.

13. Our responsibility for loss or damage suffered by You

13.1 Whether You are a consumer or a business user:

We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to You, and these will be covered in a separate set of terms and conditions.

13.2 If You are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to Our Websites or any content on it.

We will not be liable to You for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, Our Websites; or
- use of or reliance on any content displayed on Our Websites.

In particular, We will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage

13.3 If You are a consumer user.

Please note that We only provide Our Websites for domestic and private use. You agree not to use Our Websites for any commercial or business purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that We have supplied, damages a device or digital content belonging to You and this is caused by Our failure to use reasonable care and skill, We will either repair the damage or pay You compensation. However, We will not be liable for damage that You could have avoided by following Our advice to apply an update offered to You free of charge or for damage that was caused by You failing to correctly follow

installation instructions or to have in place the minimum system requirements advised by Us.

14. How We may use Your Personal Information

We will only use Your personal information as set out in Our Privacy Notice.

15. Your use of Our Websites

We are not responsible for viruses and You must not introduce them. We do not guarantee that Our Websites will be secure or free from bugs or viruses. You are responsible for configuring Your information technology, computer programmes and platform to access Our Websites. You should use Your own virus protection software.

You must not misuse Our Websites 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 Our Websites, the server on which Our Websites are stored, or any server, computer or database connected to Our Websites. You must not attack Our Websites 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. We will report any such breach to the relevant law enforcement authorities, and We will cooperate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use Our Websites will cease immediately.

16. Rules about linking to Our Websites

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. The website from which You are linking must comply in all respects with the content standards set out in these Terms.

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 any of Our Websites in any website that is not owned by You. Our Websites must not be framed on any other Websites, nor may You create a link to any part of Our Websites other than the home page.

We reserve the right to withdraw linking permission without notice.

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

17.1 If You are a business:

In relation to the Websites operated by Last Mile Infrastructure Group Limited and Last Mile Asset Management Limited, these Terms are governed by Scots law and the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with these Terms, provided that We may take action against You in any court of competent jurisdiction.

In relation to the Websites operated by Last Mile Heat Limited and Last Mile Water Limited, these Terms are governed by English law and the courts of England shall have

exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, provided that We may take action against You in any court of competent jurisdiction.

17.2 If You are a consumer:

These Terms are governed by Scots law and You can bring legal proceedings in the Scottish courts. If You live in England You can bring legal proceedings in either the English or the Scottish courts. If You live in Northern Ireland You can bring legal proceedings in either the Northern Irish or the English courts.

18. Termination

We reserve the right immediately to terminate Your use of Our Websites at any time without notice if You breach or We have reasonable grounds to believe that You are likely to breach, these Terms or You otherwise engage in conduct which We determine in Our sole discretion to be unacceptable.

19. Contact Us and Feedback

If You would like to contact Us or Our group of companies, please contact our Last Mile head office Customer Services

Call us on	0330 058 7440 between 9am - 5pm, Monday to Friday.
Write to us at:	Last Mile Fenick House Lister Way Hamilton International Technology Park Glasgow G72 0FT