canarycare.co.uk

Canary Care

Terms and Conditions

Website 2026

1. Who we are

1.1 We are Canary Care Global Limited of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, a limited company registered in England and Wales under company registration number: 11544425 ("Canary Care") and with VAT number: 823818422. "We", "our" or "us" shall be construed as references to Canary Care.

1.2 These Website terms and conditions ("Terms") govern your use of our website and all other Canary Care affiliated webpages ("Website"), whether you are a visitor, a client, a customer, a partner, a third-party broker or otherwise. By using the Website, you acknowledge that you have read, understood and agree to be bound by these Terms.

1.3 If you do not accept these Terms, do not use the Website. If you continue to access or use the Website, you will be deemed to have accepted these Terms.

1.4 If you have any questions about these Terms, please contact us by email at **info@canarycare.co.uk**.

1.5 We recommend that you print a copy of these Terms for future reference.

2. Access to the Website

2.1 Access to the Website is free of charge and permitted on a temporary basis only.

2.2 Use of the Website includes (without limitation), accessing, browsing, linking to, posting material on or registering to use the Website.

2.3 We cannot guarantee that the functions contained in, or the material made available on, the Website will be continuous, uninterrupted or error free. There will be times when we will be required to interrupt your access to the Website in order to carry out routine maintenance, repairs, or upgrades on a regular basis or in circumstances beyond our control. We will not be liable if, for any reason, the Website is unavailable at any time or for any period.

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

2.5 When registering on the Website you must choose a username and password. You are responsible for all actions taken under your chosen username and password.

2.6 By registering on the Website you undertake:

2.6.1 that all the details you provide to us for the purpose of registering on the Website are true, accurate, current and complete in all respects;

2.6.2 you will notify us immediately of any changes to the information provided on registration;

2.6.3 you are over 18 or if under 18 you have a parent or guardian's permission to register with the Website in conjunction with and under their supervision;

2.6.4 to only use the Website using your own username and password;

2.6.5 to make every effort to keep your password safe;

2.6.6 not to disclose your password to anyone;

2.6.7 to change your password immediately upon discovering that it has been compromised; and

2.6.8 to neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them

2.7 You authorise us to transmit your name, address and other personal information supplied by you (included updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.

3. License to use the Website

3.1 We are the owner or licensor of all intellectual property rights in the Website and the materials published on it and we reserve all our rights.

3.2 The Website and the content featured on the Website are protected by copyright, trademark, patent and other intellectual property and proprietary rights which are reserved to us and our licensors.

3.3 The Canary Care name and logo, and any other Canary Care trademarks, service marks, graphics and logos used in connection with the Website are trademarks of Canary Care (together "Canary Care Trademarks"). Except where agreed otherwise in these Terms, the Canary Care Trademarks may not be copied, imitated or used, in whole or in part, without our prior written permission.

3.4 We grant you a limited, non-transferrable, non-exclusive and revocable licence to access and use the Website and/or the Canary Care Trademarks for the purposes of using and accessing our services as a current or prospective customer or partner of Canary Care.

3.5 You acknowledge that by posting comments, information or materials on the Website ("Materials"), you grant to Canary Care an irrevocable, perpetual, royalty-free, worldwide licence to use those Materials both on the Website and for commercial purposes. This licence extends to copying, distributing, broadcasting, transmitting, adapting and/or editing the Materials.

3.6 We are not responsible for any liability that may arise in connection with any and all Materials you post or upload on the Website.

3.7 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy; and

3.8 You are solely responsible for securing and backing up your content.

4.Acceptable use of the Website

4.1 You agree to use the Website for lawful purposes only. You must not:

4.1.1 use the Website in an unlawful manner, for an unlawful purpose or in a way that is inconsistent with these Terms;

4.1.2 infringe our intellectual property rights, or the intellectual property rights of any third parties;

4.1.3 transmit any information that is defamatory, offensive or objectionable;

4.1.4 use the Website in a way that could damage or compromise our systems or security or that could interfere with other users;

4.1.5 collect or harvest any information or data from the Website or our systems or attempt to decipher any transmissions to or from the servers running the Website; or

4.1.6 abuse or use the Website for any fraudulent activity for your own or any other person or third party's benefit.

4.2 If you do any of the above, we reserve the right to take immediate action to suspend or remove your right to access and use the Website.

4.3 You may view, print and distribute materials contained on the Website, provided that you must not:

4.3.1 print more than one copy of any page(s) from the Website (nor photocopy or scan such print), such permitted copy being only for your personal reference;

4.3.2 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;

4.3.3 delete any copyright notice from any material printed or downloaded. Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged;

4.3.4 license or resell any material downloaded, printed or accessed from the Website;

4.3.5 adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of the Website or from any information obtained from the Website;

4.3.6 commercialise any information, products or services obtained from any part of the Website;

4.3.7 incorporate any material downloaded, printed or accessed from the Website in any professional advice or transaction documents;

4.3.8 in any way suggest that Canary Care is endorsing any products or services other than its own;

4.3.9 misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

4.3.10 attempt to gain unauthorised access to the Website, the server on which the Website is served or any server, computer or databased connected with the Website;

4.3.11 attack the Website via a denial-of-service attack or a distributed denia-of-service attack;

4.3.12 use, copy or imitate any Canary Care Trademarks or the trademarks of any third parties which are included on the Website without our prior written consent;

4.3.13 display or use a link in a manner that causes the Website or any portion of its content to display within a frame, be associated with any advertising or sponsorship not part of the Website, or otherwise incorporate content from the Website onto a third-party website;

4.3.14 alter, block or otherwise prevent display of any content of the Website; or

4.3.15 link to the Website if the third party's website may reasonably be considered to be obscene, defamatory, harassing, offensive or malicious, or if the third party's website infringes any third-party rights or otherwise does not comply with all applicable laws or regulations.

4.4 If you print, copy, download or use any part of the Website in breach of these terms of use, your right to access and use the Website will cease immediately and you must, at our sole discretion, return or destroy any copies of the materials you have made.

4.5 Breach of the above provisions will be considered 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.

5. Confidentiality

5.1 Except for information in websites controlled by third parties that are accessible via hyperlinks on the Website, the information available on the Website is our confidential information. You may not use, disclose, reproduce, transmit, or otherwise copy in any form or by any means our confidential information for any purpose without our prior written permission.

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

5.3 We have 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.

5.4 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at **info@canarycare.co.uk**.

6. Other terms that may apply

6.1 We explain what personal data we collect and what we use it for in our Privacy Information Notice available at www.canarycare.co.uk/privacy-policy/

6.2 We also use cookies on our website. We explain what cookies we use in our Cookie Policy available at www.canarycare.co.uk/cookie-policy/

7. Third-party Websites

7.1 The Website may contain links to other third-party websites ("Third-Party Websites") for your information only. We do not have any control over the content on these Third-Party Websites.

7.2 We are not responsible for the contents of any linked Third-Party Websites, or any changes or updates to such Third-Party Websites. You hereby agree that we are not responsible, and shall have no liability to you, with respect to any information or materials posted on any Third-Party Websites, including defamatory, offensive or illicit material, nor shall we be responsible or liable for any losses caused or alleged to be caused by or in connection with your use of or reliance on any content, goods or services available on or through any such linked Third Party Websites.

7.3 Any links on the Website to Third Party Websites should not be construed as an endorsement, support, approval or recommendation by us of the owners or operators of those Third-Party Websites, or of any information, graphics, materials, statements, comments, opinions, products or services referred to or contained on those Third-Party Websites, unless and to the extent stipulated to the contrary.

7.4 You agree to release us from any claims or disputes that may come from your use or access to any Third-Party Websites.

7.5 You must contact us at **info@canarycare.co.uk** for permission if you want to:

7.5.1 charge your website's users to click on a link to any page of the Website; or

7.5.2 say your website is associated with or endorsed by Canary Care or any of our affiliates.

8. User generated content

8.1 The Website may include information or materials uploaded by other users of the Website. This information and these materials have not been verified or approved by us. The views expressed by others on our Website do not represent our views or values.

8.2 If you wish to complain about content uploaded by other users, please contact us on **info@canarycare.co.uk**.

9. Your security

9.1 Whilst we encrypt data, internet transmissions are never completely private or secure, and any information you send using the Website may be read or intercepted by others.

9.2 Whilst we take reasonable precautions, we do not provide any guarantees, conditions or warranties that the Website, or any products or services available on the Website, are current, secure, accurate, complete or free from bugs or viruses. We do not accept any responsibility or liability for any loss, damage or interference to your computer equipment, computer programs or data which arises in connection with your use of the Website, any material you download from the Website or from any third-party website linked to the Website.

9.3 You are responsible for configuring your information technology, computer programs and platforms in order to access the Website. We recommend that you take you own precautions to ensure that you are protected when you access and use the Website.

10. Our liability to you

10.1 We do not publish advice on the Website. The content is provided for your general information only and does not constitute any technical, financial, legal advice or any other type of advice and should not be relied upon for any such purposes. You should get professional or specialist advice before taking, or refraining from, any action on the basis of the content of the Website.

10.2 We do not limit our liability to you where it would be unlawful to do so including for death or personal injury arising out of our negligence or fraudulent misrepresentation.

10.3 The Website and all information contained herein (including, without limitation, names, images, pictures, logos, icons, information and material regarding or relating to any Canary Care products or services) is provided without any representation, endorsement, warranty or guarantee of any kind, express or implied (by law or otherwise).

10.4 Any person using the information made available on this Website uses such information at their own risk.

10.5 To the fullest extent permitted by law, in no circumstances shall Canary Care or any Canary Care group company be held responsible or liable for any loss or damage, howsoever arising (whether for breach of contract, in negligence, in delict or tort or otherwise), out of or in connection with your use of the Website or any Third-Party Websites, including, without limitation, any:

10.5.1 losses that were not foreseeable to you and us;

10.5.2 losses that were not caused by any breach by us;

10.5.3 losses to non-consumers;

10.5.4 loss of income or revenue;

10.5.5 loss of profits or contracts;

10.5.6 loss of sale or business;

10.5.7 loss of anticipated savings;

10.5.8 loss of opportunity;

10.5.9 loss of tangible property;

10.5.10 loss of, corruption or damage to data, information or any computer system;

10.5.11 loss of or damage to goodwill or eputation;

10.5.12 loss arising from any errors or omissions in the information contained in or referred to in this Website or any inability to use the Website;

10.5.13 any indirect, special or consequential losses; or

10.5.14 any other loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

10.6 You agree that access and use of the Website is at your sole risk and if dissatisfied with our services and/or the Website or any portion thereof, your exclusive remedy shall be to stop using the Website.

10.7 You agree that the limitations and exclusions set out in these terms of use are reasonable and proportionate.

11. Changes and variations

11.1 We may revise or supplement these Terms from time to time in accordance with any legislative requirements and/or any changes that we decide to make. We will update these Terms and any supporting documentation accordingly. Such modifications become effective once we post the modified Terms on the Website.

11.2 We reserve the right to restrict, withdraw or amend the Website, its contents, or any products, services, function, material or information we provide on the Website for business or operational reasons, without notice and without liability. If the need arises, we may suspend access to the Website or close it indefinitely. We will try to give you reasonable notice of any suspension or withdrawal.

11.3 Every time you wish to use the Website, please check these Terms regularly to ensure you understand the terms that apply at that time You agree to any changes we make to the Terms if you continue to use the Website after the changes have been posted.

11.4 These Terms were most recently updated on November 2nd 2026.

12. Transfer

12.1 We may transfer our rights and obligations under these Terms to another organisation. We will update these Terms on the website, if this happens and we will ensure that the transfer will not affect your rights under the contract.

13. General

13.1 Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. We reserve the right to exercise or enforce any right or provision under these Terms at a later date at our sole discretion.

13.2 To the extent that any provision in these Terms shall be found to be unenforceable, such provision shall be modified in such a manner so as to make these Terms as modified, legal and enforceable under applicable laws and the balance of the provisions of these Terms shall not be affected thereby.

13.3 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Your statutory rights are unaffected.

13.4 Each party irrevocably agrees that the courts of England and Wales 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 or its subject matter or formation.

Canary Care Global Limited 2026. Part of the Luxion Group.
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