

## Terms and conditions of use

### 1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our cookies policy.

### 2. Credit

- 2.1 This document was created using a template from SEQ Legal (<http://www.seqlegal.com>).

### 3. Copyright notice

- 3.1 Copyright (c) *2017 Melanie Baker*.
- 3.2 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### 4. Licence to use website

- 4.1 You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;
  - (d) [Not used]

subject to the other provisions of these terms and conditions.

4.2 [Not used]

4.3 [Not used}

4.4 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## 5. **Acceptable use**

5.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;

5.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## 9. **Your content: licence**

9.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

- 9.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store and publish your content on and in relation to this website and any successor website.
- 9.3 You grant to us the right to sub-license the rights licensed under Section 9.2.
- 9.4 [Not used]
- 9.5 [Not used]
- 9.6 [Not used]
- 9.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **10. Your content: rules**

- 10.1 You warrant and represent that your content will comply with these terms and conditions.
- 10.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 10.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
- (a) be libellous or maliciously false;
  - (b) be obscene or indecent;
  - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
  - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
  - (e) constitute negligent advice or contain any negligent statement;
  - (f) constitute an incitement to commit a crime[, instructions for the commission of a crime or the promotion of criminal activity];
  - (g) be in contempt of any court, or in breach of any court order;
  - (h) be in breach of racial or religious hatred or discrimination legislation;

- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

## **11. Limited warranties**

### **11.1 We do not warrant or represent:**

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

**11.2** We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

**11.3** To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **12. Limitations and exclusions of liability**

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

12.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

12.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

12.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

12.8 [Not used]

## **13. Breaches of these terms and conditions**

13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;

13.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.

## **14. Variation**

14.1 We may revise these terms and conditions from time to time.

14.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

14.3 [Not used]

## **15. Assignment**

15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **16. Severability**

16.1 If a provision of these terms and conditions is determined by any court or

other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

- 16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **17. Third party rights**

- 17.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **18. Entire agreement**

- 18.1 Subject to Section 12.1, these terms and conditions, together with our privacy and cookies policy, disclaimer and anti-spam policy shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **19. Law and jurisdiction**

- 19.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 19.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

## **20. Statutory and regulatory disclosures [not used]**

## **21. Our details**

- 21.1 This website is owned and operated by *Melanie Baker*.
- 21.2 [Not used]

21.3 [Not used]

21.4 You can contact us:

- (a) using our website [contact form](#);
- (b) or by emailing [website@tilsheadvillage.com](mailto:website@tilsheadvillage.com).