

## Terms and Conditions

These terms and conditions are the contract between you and Wellingtons Guest House ("us", "we", etc). By visiting or using Our Website, you agree to be bound by them.

I / We are Wellingtons Guest House, 59 Tavern Barn, Fowey, Cornwall. PL23 1EG

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

## These are the agreed terms

### 1. Definitions

- |                         |  |
|-------------------------|--|
| "Content"               | means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.  |
| "Intellectual Property" | means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights. |
| "Our Website"           | means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us.   |
| "Post"                  | means place on or into Our Website any Content or material of any sort by any means.   |
| "Services"              | means all of the services available from Our Website.  |

### 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

- 2.2. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.3. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.4. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

### **3. Basis of Contract**

- 3.1. We do not offer the Services in all countries. We may refuse to provide the Services if you live in a country we do not serve.
- 3.2. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Services given on Our Website.
- 3.3. Subject to these terms and conditions, we agree to provide to you some or all of the Services described on Our Website.
- 3.4. So far as we allow use of our Intellectual Property, we grant a licence to you, limited to the terms set out in this agreement.
- 3.5. We may change this agreement and / or the way we provide the Services, at any time. If we do:
  - 3.5.1 the change will take effect when we Post it on Our Website.
  - 3.5.2 you agree to be bound by any changes. If you do not agree to be bound by them, you should not use Our Website or the Services.

### **4. Your account and personal information**

- 4.1. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

- 4.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 4.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

## **5. How we handle your Content**

- 5.1. Our privacy policy is strong and precise. It complies fully with current UK law incorporating the General Data Protection Regulation (GDPR).
- 5.2. If you Post Content to any public area of Our Website or Facebook page it becomes available in the public domain. We have no control over who sees it or what anyone does with it.
- 5.3. Even if access to your data is behind a user registration, it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 5.4. Posting Content does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 5.5. You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
- 5.6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 5.7. Please notify us of any security breach or unauthorised use of your account.

## **6. Restrictions on what you may Post to Our Website and Facebook page**

We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use Our Website to Post, upload Content or undertake any activity which is or may:

- 6.1. be unlawful, or tend to incite another person to commit a crime;
- 6.2. consist in commercial audio, video or music files;
- 6.3. be obscene, offensive, threatening, violent, malicious or defamatory;
- 6.4. be sexually explicit or pornographic;
- 6.5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 6.6. give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
- 6.7. post Content on behalf of some other person, or impersonate another person;
- 6.8. request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
- 6.9. be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 6.10. facilitate the provision of unauthorised copies of another person's copyright work;
- 6.11. link to any of the material specified in this paragraph;
- 6.12. send age-inappropriate communications or Content to anyone under the age of [18].

## **7. Your Posting: restricted content**

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 7.1. hyperlinks, other than those specifically authorised by us;

- 7.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 7.3. the name, logo or trademark of any organisation other than that of you or your client.
- 7.4. inaccurate, false, or misleading information.

## **8. Removal of offensive Content**

- 8.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 8.2. We are under no obligation to monitor or record the activity of any user of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 8.3. If you are offended by any Content, the following procedure applies:
  - 8.3.1 your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
  - 8.3.2 we shall remove the offending Content as soon as we are reasonably able;
  - 8.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
  - 8.3.4 we may re-instate the Content about which you have complained or not.
- 8.4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 8.5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

## **9. Security of Our Website**

- 9.1. If you violate Our Website, we shall take legal action against you.

- 9.2. You now agree that you will not, and will not allow any other person to:
- 9.2.1 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
  - 9.2.2 link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;
  - 9.2.3 download any part of Our Website, without our express written consent;
  - 9.2.4 collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
  - 9.2.5 aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
  - 9.2.6 share with a third party any login credentials to Our Website;
- 9.3. Despite the above terms, we now grant a licence to you to:
- 9.3.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
  - 9.3.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

## **10. Storage of data**

- 10.1. We may, from time to time, set a limit on the number of messages you may send, store, or receive through the Services. We may delete messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.
- 10.2. We assume no responsibility for the deletion or failure to store or deliver email or other messages.

10.3. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.

10.4. We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up in any particular circumstances unless we have made specific contractual arrangements with you in writing.

## **11. Interruption to Services**

11.1. If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.

11.2. You acknowledge that the Services may also be interrupted for many reasons beyond our control.

11.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

## **12. Termination**

12.1. We may terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by post or email.

12.2. Termination by either party shall have the following effects:

12.2.1 your right to use the Services immediately ceases;

12.2.2 we are under no obligation to forward any unread or unsent messages to you or any third party;

## **13. Intellectual Property**

You agree that at all times you will:

13.1. not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it.

13.2. notify us of any suspected infringement of the Intellectual Property;

13.3. so far as concerns software provided or made accessible by us to you, you will not:

13.3.1 copy, or make any change to any part of its code;

13.3.2 use it in any way not anticipated by this agreement;

13.3.3 give access to it to any other person than you, the licensee in this agreement;

13.3.4 in any way provide any information about it to any other person or generally.

13.4. not use the Intellectual Property except directly as intended by this agreement or in our interest.

## **14. Disclaimers and limitation of liability**

14.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.

14.2. All implied conditions, warranties and terms are excluded from this agreement

14.3. Our Website includes Content Posted by third parties. We are not responsible for any such Posting. If you come across any Content which offends against this document, please contact us.

14.4. You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.

14.5. Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website or from your buying services or goods via such a website.

14.6. The Squires Field Website and Services are provided "as is". We make no representation or warranty that Services will be:

14.6.1 useful to you;

14.6.2 of satisfactory quality;

14.6.3 fit for a particular purpose;

14.6.4 available or accessible, without interruption, or without error.

14.7. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.



14.8. We accept no responsibility for:

14.8.1 privacy of any transmission;

14.8.2 third party advertisements which are posted on Our Website or through the Services;

14.8.3 the conduct, whether online or offline, of any user of Our Website or the Services;

14.8.4 failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of the Services.

14.8.5 loss or damage resulting from your attendance at an event organised through Our Website or the Services;

14.9. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Services concerned.

14.10. Except in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of [£10].

14.11. We shall not be liable to you for any loss or expense which is:

14.11.1 indirect or consequential loss; or

14.11.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

14.12. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 as well as to us.

## **15. You indemnify us**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

15.1. your failure to comply with the law of any country;

15.2. your breach of this agreement;

- 15.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 15.4. a contractual claim arising from your use of the Services
- 15.5. a breach of the intellectual property rights of any person;
- 15.6. for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £ [100.00] per hour without further proof.

## **16. Miscellaneous matters**

- 16.1. You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 16.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.3. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 16.4. If you are in breach of any term of this agreement, we may:
  - 16.4.1 terminate your account and refuse access to Our Website;
  - 16.4.2 remove or edit Content, or cancel any order at our discretion;
  - 16.4.3 issue a claim in any court.
- 16.5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 16.6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 16.7. You agree that we may disclose your information including assigned IP numbers, account history, account use, etc. to any judicial or proper legal authority who makes a written request without further consent or notification to you.

16.8. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

16.9. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

16.10. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.

16.11. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

16.12. The validity, construction and performance of this agreement shall be governed by the laws of [England and Wales / Scotland / Northern Ireland] and you agree that any dispute arising from it shall be litigated only in that country.