

## **PREMIUM SITE: STANDARD TERMS AND CONDITIONS FOR BARNFIELD COTTAGE**

### **TERMS OF WEBSITE USE**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our **website** [www.barnfieldholidaycottage.co.uk](http://www.barnfieldholidaycottage.co.uk) (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, do not use our site.

### **INFORMATION ABOUT US**

<http://www.barnfieldcottage.co.uk> is a site operated by the owners of Barnfield Cottage, Rick and Charlie Bond.

### **ACCESSING OUR SITE**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide on our site without notice (see below). We will not be liable to you and/or any third party if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users.

If you choose, or you 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, and you must not disclose it to any third party. We have the right to disable at our absolute discretion any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, 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 site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

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 material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

#### **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on our site by any party are not intended to amount to advice on which reliance should be placed. We therefore disclaim as far as permitted by law all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

#### **OUR SITE CHANGES REGULARLY**

Our site changes regularly, and the content may change at any time. If the need arises, we may suspend access to parts of our site, or the entire site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

#### **OUR LIABILITY**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the fullest extent permitted by law, we, other members of our group of companies and third parties connected to us (including, but not limited to advertisers, sponsors and charities benefiting through the site) hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred and howsoever arising by any user and/or third party (including, but not limited to advertisers, sponsors and benefiting charities) in connection with

our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation, any liability for:

- loss of income, revenue or donations (charitable or otherwise);
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill and/or reputation;
- loss of opportunity (commercial or otherwise)
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor liability for our own fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.

#### **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our privacy policy **[INSERT LINK TO PRIVACY POLICY]**. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

#### **TRANSACTIONS CONCLUDED THROUGH OUR SITE**

Contracts and/or arrangements which may be formed through our site between Users, property owners and or other advertisers and/or other third parties are governed by those terms and conditions. These are available on our website.

#### **UPLOADING MATERIAL TO OUR SITE**

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the our website Terms and Conditions. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, modify, distribute and disclose to third parties any such material for any purpose whatsoever, including, but not limited to commercial purposes. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of, or for any breach of any intellectual property rights in, any materials posted by you or any other user of our site

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in these Terms and Conditions].

### **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable to any party for any loss or damage of any kind caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect our or your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### **LINKING TO OUR SITE**

You may link to pages on our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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 from any website that is not owned by you.

Our site must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the our Terms and Conditions

If you wish to make any use of material on our site other than that set out above, please write to us at our address or send your request to: [info@barnfieldcottage.co.uk](mailto:info@barnfieldcottage.co.uk).

#### **LINKS FROM OUR SITE**

Where our site contains links to other sites and resources provided by third parties, including, but limited to, advertisers, sponsors and charities, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **JURISDICTION AND APPLICABLE LAW**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

#### **VARIATIONS**

We may revise these terms of use at any time. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

#### **YOUR CONCERNS**

If you have any concerns about material which appears on our site, please write to us at our address or contact us via email: [info@barnfieldcottage.co.uk](mailto:info@barnfieldcottage.co.uk).