

# Terms & Conditions

These terms and conditions together with the privacy policy apply to the entire contents of this Website under the domain name [www.lowdhams.com](http://www.lowdhams.com), [www.lowdhamleisure.com](http://www.lowdhamleisure.com), or [www.lowdhamleisureworld.co.uk](http://www.lowdhamleisureworld.co.uk) ("Website") and to any correspondence by e-mail between you and Lowdham Leisureworld ("The Company"). Please read these terms carefully before using this Website as your use of this Website indicates that you accept these terms whether or not you register with the Company.

## 1 Introduction

- 1.1 You will be able to access most areas of this Website without registering your details with the Company although some areas of this Website are only available to you if you register.
- 1.2 By accessing any area of this Website, you shall be deemed to have accepted the terms and conditions stated on this Website in full.
- 1.3 The Company reserves the right to amend this legal notice at any time and you should check this Website from time to time to review the current legal notice, because it is binding on you.

## 2 Licence

- 2.1 You are permitted to print and download content from this Website for your own personal use provided that you comply with the following:
  - 2.1.1 no content or related graphics on this Website are modified in any way;
  - 2.1.2 no graphics on this Website are used independently from accompanying text;
  - 2.1.3 the Company's copyright and trademark notices appear in all copies which may be downloaded.
- 2.2 Unless otherwise stated, all other intellectual property rights in all material on this Website (including without limitation source code software, web pages, content, databases, graphics, photographs, music, sounds, videos and all other digital products used for the construction and maintenance of this Website) are owned by the Company or its licensors. Your use of extracts from this Website other than in accordance with clause 2.1 above for any purpose is a breach of these terms and conditions. Your permission to use this Website will therefore terminate and you must immediately destroy any downloaded or printed extracts from this Website.
- 2.3 Subject to clause 2.1, no part of this Website may be reproduced or stored in any other Website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

## 3 Access

- 3.1 The Company shall use its reasonable endeavours to ensure that this Website is available without interruption. Access to this Website may be suspended without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control and for such time as deemed appropriate by the Company.
- 3.2 The Company will not be liable if for any reason this Website is unavailable for any period at any time. The Company shall not be responsible for loss or damage caused by your failure to notify the Company of any alterations made to this Website by you or any third party on your behalf.

## 4 Your Obligations

- 4.1 Other than personally identifiable information, which is covered under the Company's Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary and the Company will have no obligations with respect to such material. The Company will be entitled to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting on or transmitting through this Website any material:
  - 4.2.1 which is unlawful, threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, harmful, in breach of confidence, in breach of privacy or which may otherwise cause offence;
  - 4.2.2 for which you have not obtained all necessary licences, permissions and/or approvals;
  - 4.2.3 which incites the commission of a criminal offence and/or would give rise to civil liability in England or Wales or any other country in the world where access to this Website can be obtained or;
  - 4.2.4 which is technically harmful or destructive to any third party (including but not limited to software viruses, Trojan horses, worms, harmful code, corrupted data or any other malicious software, data or program).
- 4.3 You may not subject this Website to any form of misuse and in particular you shall not obtain unauthorised access to or modify computer material either with or without intent to commit or facilitate commission of further offences in accordance with the Computer Misuse Act 1990 or any statutory re-enactment thereof.
- 4.4 The Company will fully co-operate with any government body, law enforcement agency or court of law which may order instruct or direct the Company to disclose the identity or locate anyone posting any material in breach of paragraphs 4.2 or 4.3.

## 5 Links to Other Websites

- 5.1 Any links to third party websites on this Website are provided solely for your convenience. The Company does not control and is not responsible for the content or availability of such third party websites. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you use these links, you leave this Website. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk. The Company shall not be liable for any loss or damage arising from your use of or reliance on the contents of the third party websites.
- 5.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and that you warrant that you:
  - 5.2.1 do not remove, distort, amend or otherwise alter the size or appearance of the Company's logo;
  - 5.2.2 do not create a frame or any other browser or border environment around this Website;
  - 5.2.3 do not in any way imply that the Company is endorsing any third party products or services other than its own;
  - 5.2.4 do not misrepresent your relationship with the Company nor make any misrepresentation or false statements about the Company;
  - 5.2.5 do not otherwise use any of the Company's trade marks displayed on this Website without express written permission from the Company;
  - 5.2.6 do not link from a website that is not owned by you; and

5.2.7 ensure that your website does not contain content that is obscene, offensive or controversial, infringes any intellectual property rights or any other third party rights or which otherwise fails to comply with any laws and regulations applicable to websites.

5.3 The Company expressly reserves the right to terminate the licence granted to you for failure to comply with your obligations in this clause.

5.4 You shall fully indemnify the Company for any loss, damage, fees or other expenses suffered by the Company or any of its group of companies as a result of your failure to comply with your obligations.

## 6 Site Registration

6.1 Each registration is for a single user only and the Company does not permit you to share your user name and password with any third party nor with multiple users on a network.

6.2 The Company accepts no liability for any loss or damage caused to you and/or any third party by your failure to keep your password secure.

## 7 Services

7.1 If you place an order with the Company for the provision of any service on-line such as an audit of your website the Company will send confirmation of your order to us by e-mail. Acceptance of your order will only take place when the Company sends e-mail confirmation of your order.

7.2 Payments are accepted on most credit or debit cards via our Secure server. The Lowdham Leisureworld site uses the latest 128 bit SSL (Secure Socket Layer) technology to ensure that the details you provide when placing an order are kept private and secure. Our security certificate is issued by Verisign.

7.3 The Company reserves the right to provide you with details of any existing or future services via e-mail marketing unless you wish to opt out by sending the Company an e-mail either to [info@lowdhams.com.co.uk](mailto:info@lowdhams.com.co.uk) or writing to the Company at the following address: Lowdham Leisureworld Limited, Gunthorpe, Nottingham, NG14 7ES. The Company will not supply your details or e-mail address to any third party.

## 8 Disclaimer

8.1 The Company may alter products, services and prices described in the Website at any time without notice. The Company does not warrant the accuracy of the material on this Website nor is the Company obliged to keep all material on this Website up-to-date.

8.2 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with this Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which might otherwise have effect in relation to this Website.

8.3 The Company does not warrant that the functionality of this Website will be free of any defect and/or virus.

8.4 The Company, any other party (whether or not involved in creating, producing maintaining or delivering this Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise)) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any

Websites linked to this Website or the material on such Websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any Websites linked to this Website. Nothing in these terms and conditions shall exclude or limit the Company's liability for (i) death or personal injury caused solely by the Company's negligence; (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

8.5 If your use of material on this Website, results in the need for servicing, repair or correction of computer hardware, software, programs or data, you assume all costs thereof. Furthermore the Company shall not be liable if your use of this Website results in the need for repair or maintenance of computer hardware, software, programs or data.

## 9 Governing Law and Jurisdiction

9.1 These terms and conditions and privacy policy shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

## 10 Statement from Lowdham Leisureworld

10.1 Due to continuous product research and development, Lowdham Leisureworld reserve the right to alter or amend any details published on this Website without notice.

10.2 All goods are supplied in accordance with our terms and conditions, a copy of which is available from Lowdham Leisureworld (+44 (0)115 966 3838) on request.

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