



# Terms and Conditions for Website Use

## 1. Introduction

Welcome to *www.duttonpowerboat.com*

This page tells you the terms on which you may use our website *www.duttonsdivers.com*, whether as registered user or guest. Please read carefully before use.

By using the site, you accept the terms and agree to obey them. If you don't accept them, please don't use the site.

## 2. Who We Are

*www.duttonsdivers.com* is operated by *Duttons Divers Ltd* a UK Limited company registered in England under company number **13532189**.

Some important details about us:

Our registered office is at: *Hafan Marina Dive Centre, Pwllheli, LL535YT*

## 3. Use of the Site

You have permission for temporary use of the site, but we can withdraw or change our service at any time without telling you and without being legally responsible to you.

You must treat all identification codes, passwords and other security information as confidential. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and codes).

In using our Website, You agree to follow our acceptable use policy, cookies policy, and privacy policy all found at the bottom of our website.

If you allow anyone else to use our site, you must make sure that they read these terms first, and that they follow them.

Only use the site as allowed by law and these terms. If you don't, we may suspend your usage, or stop it completely.

We frequently update the site and make changes to it, but we don't have to do this, and material on the site may be out-of-date. No material on the site is intended to contain advice, and you shouldn't rely on it. We exclude all legal responsibility and costs for reliance placed on the site by anyone.

We follow our privacy policy in handling information about you. You can read our policy at found at the bottom of our website.

By using the site, you agree to us handling this information and confirm that data you provide is accurate.

If you order goods or services from us through the site, your order will take place under our Terms and Conditions of Supply, which you can read at the bottom of our website.

If we run any competitions or other activities through our site, there may be additional terms of use which you must agree to before taking part.

#### **4. Intellectual Property Rights**

We are the owner or licensee of all intellectual property rights in the site (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright.

You are allowed to print one copy and download extracts of any page on the site for your personal reference, but not for commercial use without a licence from us. You must not alter anything, or use any illustrations, video, audio or photographs separately from the text that goes with them.

If you share anything from our site, you must acknowledge that it is our content and that we have rights over it.

If you breach these terms, you lose your right to use our site, and must destroy or return any copies you have made.

#### **5. Our Legal Responsibility to You**

We do not guarantee the accuracy of material on our site and any information is provided on an "as is basis". As far as legally possible, we exclude legal responsibility for the following:

- Any loss to you arising from use of our site
- Loss of income, profit, business, data, contracts, goodwill or savings.

We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statutes.

We don't exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by the law.

## **6. Uploading to our Site**

If you contact other users of our site or upload material to it, you must follow our acceptable use policy, which sets out standards for usage. You can read this policy at the bottom of our website. You agree to reimburse us for any costs or expenses we incur as a result of any breach of this term.

Material that you upload will be regarded as non-confidential and not owned. This means that we can copy it, distribute it, and show it to other people for any purpose. You agree that if anyone else claims to own the material, or says that it breaches their rights, we can give them your identity.

We won't be legally responsible to anybody for the accuracy of material that you upload to the site, and we can remove it at any time if we think it doesn't follow our acceptable use policy.

## **7. Computer Offences**

If you do anything which is a criminal offence under a law called the Computer Misuse Act 1990, your right to use the site will end straightaway. We will report you to the relevant authorities and give them your identity.

Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.

You mustn't try to get access to our site or server or any connected database or make any 'attack' on the site. We won't be legally responsible to you for any damage from viruses or other harmful material that you pick up via our site.

## **8. Links to Our Site**

You are allowed to make a legal link to our website's homepage from your website if the content on your site meets the standards of our acceptable use policy. We can end this permission at any time.

You mustn't suggest any endorsement by us or association with us unless we agree in writing.

## 9. Links from Our Site

Links from our Site Platform to other websites are for information only. We don't control them and don't accept responsibility for other websites or any materials found upon them or any loss you suffer from using them.

## 10. Variation

We change these terms from time to time and you must check them for changes because they are binding on you.

## 11. Applicable Law

11.1 These terms and any dispute or claim relating to or connected with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

11.2 If any such dispute cannot be settled amicably through ordinary negotiations between the parties, or either or both is or are unwilling to engage in this process, either party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.

11.3 Any dispute shall not affect the parties' ongoing obligations under these terms.

11.4 The English courts have the only right to hear claims related to our site (and any non-contractual matters arising from these terms), and all disputes are governed by English law.

## 12. Contact Us

Please email us at [\*duttonsdivers@gmail.com\*](mailto:duttonsdivers@gmail.com) to contact us about any issues.