

CROWN POINT ESTATE

TERMS

Terms and Conditions associated with using this website

In using this website, you agree to be bound by the terms and conditions (the "Terms") set out below. If you do not agree to the Terms then you may not use this website.

Any services or products that we make available to you on or via the website may be subject to additional Terms which are in addition to and may supplement or amend these Terms.

1. Definitions:

"Website" means <http://www.crownpointestate.co.uk>

"You/Your" means you, the user of this Website.

"User Information" refers to information provided by you via the Website.

"We/Us/Our" means the Crown Point Estate who provide this Website.

2. Registration

- 2.1 You warrant, represent and undertake that the Information which You provide when You register is true, accurate, current and complete in all respects.
- 2.2 We reserve the right to decline any application from You to subscribe to the Website in Our sole discretion.
- 2.3 You agree not to impersonate any other person or to use a false name or a name that You are not authorised to use.
- 2.4 This website is for use by persons residing in the UK only.

3. Your use of the Website

- 3.1 Your use of the Website carries with it no rights in relation to copyright, trade marks or other intellectual property rights of Ours. Your use of the Website is governed by these Terms and any Additional Terms to which You have agreed, regardless of whether such use is in connection with or otherwise related to Your use of the Website.
- 3.2 All right, title, and interest (including all copyrights and other intellectual property rights) in the Website as between You and Us belong to Us. You acquire no proprietary interest in the Website. You may not remove or obscure the copyright notice or other notices contained in the Website or anything retrieved or downloaded from the Website.
- 3.3 You may not decompile, reverse engineer, disassemble, rent, lease, loan, sublicense or create derivative works from the Website, which includes the information and software made available therein. Save as otherwise expressly provided in any Additional Terms, You may not copy, save, download, modify, reproduce, republish, distribute, transmit or use for any purposes, whether commercial or non- commercial, the Website or any information contained therein, except to the extent necessarily required in order for You to display, use and navigate the Website.

4. Your Obligations

- 4.1 You agree that You will only use the Website in a manner that is consistent with these Terms and any Additional Terms and in such a way as to ensure compliance with all applicable English laws and regulations.
- 4.2 You agree that You will not, in respect of the Website:
 - 4.2.1 enter material which is offensive, derogatory or defamatory in nature, or which may, in Our judgement, cause annoyance, inconvenience or anxiety to any person;
 - 4.2.2 enter material which is obscene or pornographic in nature;
 - 4.2.3 enter material containing profanity, vulgarity, hate speech, or threats of violence;
 - 4.2.4 make repetitive information entries or perform other actions which may interfere with the operation of the Website;
 - 4.2.5 enter contact or personal information about any other individual without the permission of that individual;
 - 4.2.6 enter material without the permission of the owner of that material;
 - 4.2.7 send e-mail or postal correspondence to any other user of the Website after being requested to stop doing so by that user;
 - 4.2.8 use any computer code, program or routine to extract or to attempt to extract any part of the database comprising information on the Website;
 - 4.2.9 enter any material containing any virus or other computer programming routine which may damage or interfere with the Website;
 - 4.2.10 use the Website in such a way that You cause the whole or part of the Website to be interrupted, damaged, rendered less efficient or in any way impaired;
 - 4.2.11 refuse to follow a reasonable instruction or direction from Us.
- 4.3 to the extent to which Your use or the use by any person who may be authorised by You or for whom You are responsible (for example, as employer) causes loss or damage to Us or any person, You agree to indemnify the Crown Point Estate immediately on demand in relation to any such losses or damages attributable to them, including where necessary any legal, administrative or technical charges that may arise from such use.

5. Our Obligations to You and Limitations on Liability

- 5.1 We cannot guarantee that the Website will always be fully operational or error free and so We do not accept responsibility for any defects that may exist or for any costs, loss of profits, loss of data or consequential losses arising from Your use of or inability to access the Website.
- 5.2 We make no warranty that the Website will meet Your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials or as to results or the accuracy of any information obtained by You through the Website.
- 5.3 Whilst We take reasonable precautions to ensure that any downloads We make available will be virus free We do not warrant that any downloads will be virus free and will not cause interruptions with Your computer systems.
- 5.4 We exclude, to the fullest extent permitted by applicable laws, and save in respect of death or personal injury arising from Our negligence, all liability for any claims, losses, demands and damages arising directly or indirectly out of or in any way connected with the Website. This exclusion shall apply in respect of, without limitation, any interruption of service, lost profits, loss of contracts or business opportunity, loss of data, or any other consequential, incidental, special, or punitive damages, even if We have been advised of the possibility of such damages, whether arising in contract, tort, under statute or otherwise.

We will at all times comply with Our privacy policy.

6. Our Rights

6.1 We reserve the right to:

- 6.1.1 modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to You and You confirm that We shall not be liable to You or any third party for any modification to or withdrawal of the Website;
- 6.1.2 change these Terms from time to time, and Your continued use of the Website (or any part thereof) following such change shall be deemed to be Your acceptance of such change. It is Your responsibility to check regularly to determine whether the Terms have been changed. If You do not agree to any change to the Terms then You must immediately stop using the Website; and/or
- 6.1.3 refuse to place any content or material provided by You onto the Website in Our sole discretion and to remove any content or material from the Website once uploaded in Our sole discretion.

7. General

- 7.1 If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not effect the validity and enforceability of any of the remaining provisions of the Terms.
- 7.2 No waiver by Us shall be construed as a waiver of any proceeding or succeeding breach of any provision.
- 7.3 Each provision of the Terms shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.
- 7.4 The Terms (as amended from time to time) contain the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of the Terms. You confirm that, in agreeing to accept the Terms, You have not relied on any representation save insofar as the same has expressly been made a representation in the Terms and You agree that You shall have no remedy in respect of any misrepresentation which has not become a term of the Terms save that Your agreement shall not apply in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Terms.

8. Law

The Terms shall be governed by and construed in accordance with the laws of England and You irrevocably submit to the exclusive jurisdiction of the courts of England.