

TERMS & CONDITIONS OF WEBSITE USE

WHO WE ARE AND HOW YOU CAN CONTACT US

This Website, www.homeleisuredirect.com, is owned and operated by **Home Leisure Direct Limited** (Company Registered in England Number: 6364345; VAT Number: 914 619 912; and Consumer Credit Licence: 692501).

To contact us, please email sales@homeleisuredirect.com or call 01454413636.

1. BY USING THIS WEBSITE YOU ACCEPT THESE TERMS

- 1.1 Your use of this Website is subject to these Terms & Conditions of Website Use (the “Terms of Use”). Your continued use of this Website indicates your acceptance of these Terms of Use. If you do not agree to these Terms of Use, you must not use this Website. If you breach any of these Terms of Use then your permission to use this Website will terminate immediately without notice being given to you and we reserve the right to deny access to any person who fails to comply with these Terms of Use.
- 1.2 We may amend these Terms of Use from time to time, and it is your responsibility to re-visit this page each time you use this Website to ensure that you understand and comply with the Terms of Use that apply at that time.
- 1.3 This Website is for use by both consumers and business users. You are a business user if you are using this Website wholly or mainly in connection with your trade, business craft or profession, even if you are an individual. These Terms of Use apply to both consumers and business users; however, certain parts (which are indicated accordingly) only apply to business users.

2. ADDITIONAL TERMS THAT MAY APPLY TO YOU

- 2.1 These Terms of Use refer to the following additional terms, which also apply to your use of this Website:
 - 2.1.1 Our Privacy Policy https://www.homeleisuredirect.com/company/privacy_policy.html, which sets out details about how we may use your personal information.
 - 2.1.2 Our Cookie Policy https://www.homeleisuredirect.com/company/privacy_policy.html], which sets out information about the cookies on this Website.
- 2.2 If you purchase goods from this website, our Standard Terms and Conditions of Business <https://www.homeleisuredirect.com/company/terms.aspx> will apply to the sales.
- 2.3 You are also responsible for ensuring that all persons who access this Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

3. UPDATES TO THIS WEBSITE

- 3.1 We may update and change this Website from time to time to reflect changes to our products, our users' needs and our business priorities.

4. WEBSITE USE

- 4.1 The copyright, design rights and other intellectual property rights contained within this Website are owned by us or other third party licensors (unless otherwise stated).
- 4.2 Except as set out in these Term of use, you do not have any right to modify, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate any part of this Website or make the same available in hard copy or on any other medium without our prior written consent.
- 4.3 You are permitted to print or download extracts of this Website for your own personal use and shopping research only.
- 4.4 You must not attempt to interfere with the proper working of this Website. In particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device of this Website.
- 4.5 You will not use this Website for any purpose that will infringe any third party intellectual rights, or for any purpose which is illegal or prohibited by these Terms of Use (including without limitation the posting or sending of abusive, libellous, defamatory or obscene material or content).
- 4.6 Our Website contains a feedback page whereby you will be allowed from time to time to post feedback and comments on any goods or services you have received from us. Any content submitted by you on the feedback page must be truthful and must be in accordance with these Terms of Use. You are solely responsible for any information, content or material that you submit to us or post on this Website. We have the right to monitor any content that you post or submit to us on the feedback page or anywhere else on this Website, and we may elicit, reject or remove any content or block any incoming emails from you or anyone else if we believe that they do not comply with these Terms of Use. Information and materials posted by other users have not been verified or approved by us. The views expressed by other users on this Website do not represent our views or values.
- 4.7 If you wish to complain about content uploaded by other users, please contact us on marketing@homeleisuredirect.com.
- 4.8 This Website is directed to people residing in the United Kingdom. We do not represent that content available on or through this Website is appropriate for use or available in other locations.

5. USER ACCOUNT

- 5.1 We may from time to time supply you with a username, email verification or password for use of this Website. You will be responsible for protecting the confidentiality of these details and may not share or transfer them to any third party without our written consent. You must notify us immediately at marketing@homeleisuredirect.com of any unauthorised use of such details (or if you know or suspect that anyone other than you knows your account details) or any other breach of security of this Website that comes to your attention.
- 5.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

6. RIGHTS TO MATERIALS AND CONTENT ON THIS WEBSITE

- 6.1 Any content you upload to this Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of this Website] a licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in this paragraph.

- 6.2 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to this Website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 6.3 You are solely responsible for securing and backing up your content.
- 6.4 By posting any information or content on this Website you grant the following rights to use that content:
- 6.4.1 a non-exclusive, transferrable, irrevocable, royalty free, worldwide licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated information or content in connection with the service provided by this Website and across different media forever; and
- 6.4.2 non-exclusive, transferrable, irrevocable, royalty free, worldwide licence for other users, partners or advertisers to use the content for their purposes forever.

7. AVAILABILITY OF THIS WEBSITE

- 7.1 This Website is made available free of charge. We do not guarantee that this Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of this Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 7.2 We do not guarantee that this Website is compatible with your browser or computer configuration. You will be responsible for ensuring that your computer system meets all relevant technical specifications necessary to use this Website.
- 7.3 We will take all reasonable steps to ensure that this Website is free from any viruses or malicious or harmful technology but cannot guarantee that this Website will be secure or free from bugs or viruses.
- 7.4 You are responsible for configuring your information technology, computer programmes and platform to access this Website. You should use your own virus protection software.
- 7.5 You must not misuse this Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to this Website, the server on which this Website is stored or any server, computer or database connected to this Website. You must not attack this Website 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 this Website will cease immediately

8. LINKS ON THIS WEBSITE AND TO OUR WEBSITE

- 8.1 This Website may contain links that allow you to visit other websites operated by third parties. You acknowledge and agree that we have no control over any such websites or resources and we are not responsible for the protection and privacy of any information which you may provide within those websites, or for the availability or content of any such websites. Any concerns regarding any external link should be directed to the website's owner or administrator. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 8.2 You may link to this Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 8.3 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.

- 8.4 We reserve the right to withdraw linking permission without notice.
- 8.5 If you wish to link to or make any use of content on this Website other than that set out above, please contact marketing@homeleisuredirect.com.

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Consumers and Business Users

- 9.1 Irrespective of whether you are a consumer or a business user, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Consumers only

- 9.2 If you are a consumer user, we only provide this Website for domestic and private use. You agree not to use this Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Business Users only

- 9.3 If you are a business user:
- 9.3.1 We exclude all implied conditions, warranties, representations or other terms that may apply to this Website or any content on it.
- 9.3.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, this Website; or
 - (b) use of or reliance on any content displayed on this Website.
 - (c) In particular, we will not be liable for:
 - (d) loss of profits, sales, business, or revenue;
 - (e) business interruption;
 - (f) loss of anticipated savings;
 - (g) loss of business opportunity, goodwill or reputation; or
 - (h) any indirect or consequential loss or damage.

10. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

- 10.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

11. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

Consumers only

- 11.1 If you are a consumer, please note that these Terms of Use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

Business Users only

- 11.2 If you are a business user, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.