

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WHEN USING **PARADISEWHARF.COM** ("this Site"). YOUR ATTENTION IS DRAWN IN PARTICULAR TO CLAUSE 6 (WARRANTY) AND CLAUSE 7 (LIABILITY).

## INTRODUCTION

- 1.1 "We" are **ParadiseWharf.com**. We can also be contacted at **info@paradisewharf.com** or by post to **15 Jutland House, Manchester, M1 2BE**.
- 1.2 These terms and conditions are deemed to include our privacy policy and are collectively known as "these Terms".
- 1.3 When you use this Site, you agree to be bound by these terms and conditions. If you do not agree to be bound by these Terms, you may not use this Site.
- 1.4 Certain uses of this Site are prohibited and amount to a misuse of our systems and the Site. Please refer to clause 3.
- 1.5 You may print and keep a copy of these Terms. They are a legal agreement between us and can only be modified with our consent. We may change these Terms at our discretion by changing them on the Site. The then current version of these Terms will apply whenever you use this Site.

## INTELLECTUAL PROPERTY

- 2.1 The copyright and all other intellectual property rights in this Site (including all database rights, trade marks, service marks, trading names, text, graphics, code, files and links) belong to us or our licensor(s). Subject to clause 3, you may download material from this Site for the sole purpose of using this Site. However, you must not copy, transmit, modify, republish, store (in whole or in part), frame, pass-off or link to any material or information on or downloaded from this Site without our prior written consent.
- 2.2 If this Site contains links to websites operated by third parties. We have no control over their individual content. We therefore make no warranties or representations as to the accuracy or completeness of any of the information appearing in relation to any linked websites. The links are for your convenience only. We do not recommend any products or services advertised on those websites. If you decide to access any third party website linked from this Site, you do so at your own risk.

## YOUR OBLIGATIONS AND CONDUCT

- 3.1 You accept that you are solely responsible for ensuring that your computer system meets all relevant technical specification necessary to use this Site and that your computer system is compatible with this Site.
- 3.2 You must not misuse our system or this Site. In particular, you must not hack into, circumvent security or otherwise disrupt the operation of our system and this Site, or attempt to carry out any of the foregoing.
- 3.3 You must not use or attempt to use any automated program (including, without limitation, any spider or other web crawler) to access our system or this Site, or to search, display or obtain links to any part of this Site, other than the home page at **www.ParadiseWharf.com**, unless the automated program identifies itself uniquely in the User Agent field and is fully compliant with the Robots Exclusion Protocol (a "Permitted Program"). Any such use or attempted use of an automated program (other than a Permitted Program) shall be a misuse of our system and this Site. Obtaining access to any part of our system or this Site by means of any such automated programs (other than a Permitted Program) is strictly unauthorised.
- 3.4 You must not include links to this Site in any other website without our prior written consent. In particular (but without limiting the foregoing) you must not include in any other website any "deep link" to any page on this Site other than the home page at **www.ParadiseWharf.com** without our prior written consent.

## BARRING FROM THE SITE

5.1 We reserve the right to bar users from this Site, on a permanent or temporary basis at our sole discretion. Any such user shall be notified and must not then attempt to use this Site under any other name or through any other user.

## WARRANTY

6.1 Whilst we endeavour to ensure that any material available for downloading from this Site is not contaminated in any way, we do not warrant that such material will be free from infection, viruses and/or similar code.

6.2 Due to the nature of software and the internet, we do not warrant that your access to, or the running of, this Site will be uninterrupted or error free. We shall not be liable if we cannot process your details due to circumstances beyond our reasonable control.

6.3 The information provided on this Site is for general interest only and does not constitute specific advice. Whilst we endeavour to ensure that the information on the Site is accurate, complete and up-to-date we make no warranties or representations that this is the case.

6.4 We make no warranty or guarantee that the Site or information available over it complies with laws other than those of **England**.

## PRIVACY

We use third-party advertising companies to serve ads when you visit our Web site. These companies may use information (not including your name, address email address or telephone number) about your visits to this and other Web sites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, please check out this link:

[http://www.google.co.uk/privacy\\_ads.html](http://www.google.co.uk/privacy_ads.html).

## LIABILITY

7.1 Nothing in these Terms will be deemed to exclude our liability to you for death or personal injury arising from our negligence, or for fraudulent misrepresentation.

7.2 Subject to clause 7.1, we will not be liable for any failures due to software or Internet errors or unavailability, or any other circumstances beyond our reasonable control.

7.3 Subject to clause 7.1 and if applicable, we do not accept any liability for loss of your password or account ID caused by a breakdown, error, loss of power or otherwise caused by or to your computer system.

7.4 We may put in place such systems as we from time to time see fit to prevent automated programs being used to obtain unauthorised access to our system and this Site. You are not permitted to use automated programs for such purposes and any such use or attempted use by you of such automated programs is at your own risk. Subject to clause 7.1, we shall not be liable to you for any consequences arising out of or in connection with any such use or attempted use of automated programs to obtain unauthorised access to our system or this Site.

7.5 Subject to clause 7.1, we accept no liability for any loss suffered as a result of your use of this Site or reliance on any information provided on it and exclude such liability to the fullest extent permitted by law.

7.6 Subject to clauses 7.1 to 7.4 inclusive, we shall not be liable to you for:

7.6.1 any indirect, consequential, special or punitive loss, damage, costs and expenses;

7.6.2 loss of profit;

7.6.3 loss of business;

7.6.4 loss of reputation;

7.6.5 depletion of goodwill; or

7.6.6 loss of, damage to or corruption of data.

## LEGAL JURISDICTION

8.1 **English** law shall apply to these Terms. You irrevocably agree that the courts of **England** will have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and for those purposes irrevocably submit all disputes to the exclusive jurisdiction of the **English** courts.

## NOTICES

9.1 All notices shall be given:

9.1.1 to us, by email to **info@paradisewharf.com** or by post to **15 Jutland House, Manchester, M1 2BE**.

9.1.2 to you, by email to the email address that you provide to us, as may be amended by you from time to time.

9.2 All notices sent by email will be deemed to have been received on receipt (or, when received on an English national holiday or on a Saturday or a Sunday, the next working day following the day of receipt). All notice sent by post will be deemed to have been received 3 working days after the date of posting.

You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Manchester, England for all disputes arising out of or relating in any way to the use of this web site.

## GENERAL

11.1 We may from time to time change the content of this Site or suspend or discontinue any aspect of this Site, which may include your access to it. Subject to our notifying you to the contrary, any amendments or new content to this Site will be subject to these Terms.

11.2 These Terms are the whole agreement between you and us. You acknowledge that you have not entered into this agreement in reliance on any warranty or representation made by us (unless made fraudulently). If a court decides that any part of these Terms cannot be enforced, that particular part of these Terms will not apply, but the rest of these Terms will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under these Terms shall not prevent the exercise of that or any other right. You may not assign or transfer any benefit, interest or obligation under these Terms.

If you are dissatisfied with any portion of the web site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the web site. If this limitation of liability or the exclusion of warranty is held inapplicable or unenforceable for any reason, then the maximum liability for any type of damages shall be limited to GBP £100.00. This agreement shall be construed in accordance with the laws of the United Kingdom without regard to its conflict-of-law provisions.