

# **Terms and Conditions**

*6<sup>th</sup> August 2018*

## **Applicability and scope of these terms and conditions**

These terms and conditions apply between you, the user of either the website or any of our official channels on social media platforms, and Which Nursery Ltd, the owner and provider of the website and any such official channels on social media platforms.

Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these terms and conditions, you should stop using the website and any of our official channels on any social media platforms immediately.

## **Definitions and interpretation**

In these terms and conditions, the following definitions are used:

### ***Data***

Collectively all information that you submit to Which Nursery Ltd, either via our website or by other means, and any other information that's collected automatically. This definition incorporates, where applicable, the definitions provided in the data Protection Act 1998;

### ***Cookie***

A small text file placed on your computer by the website when you visit certain parts of the website and/or when you use certain features of the website. Details of the Cookies used by the website are set out in our privacy policy;

### ***UK and EU Cookie Law***

The Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011;

### ***Which Nursery Ltd, we or us***

Which Nursery Ltd, a company incorporated in Scotland with registered number SC346718 whose registered office is at 12 Katherine Street, Livingston, West Lothian, EH54 5HJ;

### ***Our***

Belonging to us.

### ***User or you***

Any third party that accesses the website and is not either (i) employed by Which Nursery Ltd and acting in the course of their employment, or (ii) engaged as a consultant or otherwise providing services to Which Nursery Ltd and accessing the website in connection with the provision of such services;

### ***Website***

www.whichnursery.com, and any sub-domains of this site unless expressly excluded by their own terms and conditions.

### ***Content***

Any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this website, including any such content uploaded by users.

### ***Service***

Any online facilities, tools, services or information that Which Nursery Ltd makes available through the website or on any of our official channels on social media platforms.

In these terms and conditions, unless the context requires a different interpretation:

- The singular includes the plural and vice versa;
- References to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of these terms and conditions;
- A reference to a person includes firms, companies, government entities, trusts and partnerships;
- "Including" is understood to mean "including without limitation";
- Reference to any statutory provision includes any modification or amendment of it.

### **Intellectual property and acceptable use**

All content included on the website, unless uploaded by users, is the property of Which Nursery Ltd, our affiliates or other relevant third parties. By continuing to use the website you acknowledge that such content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting,

by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

You may retrieve, display, view and use the content on a computer screen or mobile device.

You may not reproduce, copy, distribute or use for commercial purposes any content without the express permission of the owner of the content. Where such content is owned by us, you may reproduce, copy, distribute or share the content through your legitimate use of our API, website builder, or through any other legitimate means.

You may share any content publicly if that content would, under any normal circumstances, be available within the public domain and where that content was originally intended by its owner to be publicly available.

Where any content shared was originally produced on or for the purposes of being displayed on this website, or is being shared via the use of our API or website builder, you must (where the source of the content is not already immediately obvious) clearly state this website's address alongside your use of the content.

Where appropriate, you must clearly state the original owner, source or author of any content you share.

You must not otherwise modify for commercial purposes any content without the written permission of Which Nursery Ltd.

You acknowledge that you are responsible for any content you may submit via the website or any of our official channels on social media platforms, including the legality, reliability, appropriateness, originality and copyright of any such content. You may not upload to, distribute or otherwise publish through the website any content that (i) is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam". You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content.

You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Which Nursery Ltd for all claims resulting from content you supply.

## **Prohibited use**

You may not use the website for any of the following purposes:

- In any way which causes, or may cause, damage to the website or interferes with any other person's use or enjoyment of the website;
- In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- Making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

## **Registration and services**

You must ensure that the details provided by you on registration or at any time are correct and complete.

You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

We may suspend or cancel your registration or use of our services with immediate effect for any reasonable purposes or if you breach these terms and conditions.

You may cancel any or all of your services at any time by informing us in writing. Cancellation or suspension of your services does not affect any statutory rights.

## **Links to other websites**

This website may contain links to other websites or social media channels. Except our official social media channels, and unless expressly stated, these sites or social media channels are not under the control of Which Nursery Ltd or that of our affiliates.

We assume no responsibility for the content of such websites or social media channels and disclaim liability for any and all forms of loss or damage arising out of the use of them.

The inclusion of a link to another site on this website does not imply any endorsement of the websites themselves or of those in control of them.

## **Privacy Policy and Cookies**

Use of the website is also governed by our Privacy Policy, which contains our policy on the use of cookies. These policies are incorporated into these terms and conditions by this reference, and by accepting these terms and conditions you are accepting that you have read and agree to our Privacy Policy. You can read our privacy policy on our website

([www.whichnursery.com/privacy-policy.pdf](http://www.whichnursery.com/privacy-policy.pdf)), or otherwise obtain a copy of it by contacting us directly.

### **Availability of the website and disclaimers**

The services we provide are on an "as is" and "as available" basis. We give no warranty that the service will be free of defects and / or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Which Nursery Ltd is under no obligation to update content on the website.

Whilst Which Nursery Ltd uses reasonable endeavours to ensure that the website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all users take responsibility for their own security, that of their personal details and their computers, as governed by our Privacy Policy.

Which Nursery Ltd accepts no liability for any disruption or non-availability of the website.

Which Nursery Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the website, including, but not limited to, any products and / or services available. These terms and conditions shall continue to apply to any modified version of the website unless it is expressly stated otherwise.

### **Limitation of liability**

Nothing in these terms and conditions will: (i) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (ii) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (iii) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

We will not be liable to you for any loss or damage of any kind.

We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

To the maximum extent permitted by law, Which Nursery Ltd accepts no liability for any of the following:

- any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- loss or corruption of any data, database or software;
- any special, indirect or consequential loss or damage.

## **General**

You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

These terms and conditions may be varied by us from time to time. Such revised terms will apply to the website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

These terms and conditions together with the privacy policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

These terms and conditions shall be governed by and interpreted according to the law of Scotland, and all disputes arising under these terms and conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Scottish courts.

## **Which Nursery Ltd details**

Which Nursery Ltd is a company incorporated in Scotland with registered number SC346718 whose registered address is 7 Corslet Road, Currie, Edinburgh, EH14 5LZ and it operates the website [www.whichnursery.com](http://www.whichnursery.com).

You can contact Which Nursery Ltd by email: [contact@whichnursery.com](mailto:contact@whichnursery.com)