



# The Hoose

EST. 1831

## TERMS & CONDITIONS

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and B & L Bars Limited (SC611008), the owner and operator of this Website. 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 immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by B & L Bars Limited (SC611008), and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to B & L Bars Limited (SC611008) and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

### Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of B & L Bars Limited (SC611008), our affiliates or other relevant third parties. In these terms and conditions, Content means 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. 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
2. You may, for your own personal, non-commercial use only, do the following:
  - a. retrieve, display and view the Content on a computer screen
  - b. download and store the Content in electronic form on a disk (but not on any server or other storage device connected to a network)
  - c. print one copy of the Content
  - d. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of B & L Bars Limited (SC611008).

## Prohibited use

3. You may not use the Website for any of the following purposes:

- a. 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;
- b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

## Links to other websites

4. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of B & L Bars Limited (SC611008) or that of our affiliates.
5. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
6. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## Privacy Policy and Cookies Policy

7. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the Privacy Policy and Cookies Policy, please click the link on our website.

## Availability of the Website and Disclaimers

8. Any online facilities, tools, services or information that B & L Bars Limited (SC611008) makes available through the Website (the Service) is provided "as is" and on an "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. B & L Bars Limited (SC611008) is under no obligation to update information on the Website.
9. Whilst B & L Bars Limited (SC611008) 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.
10. B & L Bars Limited (SC611008) accepts no liability for any disruption or non-availability of the Website.
11. B & L Bars Limited (SC611008) 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.

12. In so far as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
13. We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Limitation of liability
14. No part of Our Site is intended to constitute a contractual offer capable of acceptance. No goods or services are sold through Our Site and the details of [goods] AND/OR [services] provided on Our Site are provided for general information purposes only.
15. We make reasonable efforts to ensure that any and all pricing information shown on Our Site is correct at the time of going online. We reserve the right to change prices at any time and may add or remove special offers and promotions from time to time. All pricing information is reviewed and updated.
16. Whilst every reasonable effort has been made to ensure that all representations and descriptions of services available from Us correspond to the actual services available, minor variations or errors may occur. In the event of any discrepancy, please contact us at [info@thehoosekinghorn.co.uk](mailto:info@thehoosekinghorn.co.uk)
17. We make no representation, warranty, or guarantee that services shown on Our Site will be available from Us. Please contact Us if you wish to enquire as to the availability of any services.

#### Limitation of Liability

18. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
19. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
20. To the maximum extent permitted by law, B & L Bars Limited (SC611008) accepts no liability for any of the following:
  - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
  - b. loss or corruption of any data, database or software;
  - c. any special, indirect or consequential loss or damage.

- d. To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
- e. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- f. Our Site is intended for non-commercial use only. If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- g. We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- h. We neither assume nor accept responsibility or liability arising out of any 557 disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- i. Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

#### Viruses, Malware and Security

- 21. We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 22. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 23. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 24. You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

25. You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
26. By breaching the provisions of sub-Clauses 10.3 to 10.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

## General

27. 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.
28. 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.
29. These terms and conditions together with the Privacy Policy and Cookies 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.
30. 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.
31. 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.
32. 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.
33. This Agreement shall be governed by and interpreted according to the law of Scotland and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Scottish courts.

## Contact Details

34. B & L Bars Limited (SC611008) of 14 Vardon Green, Livingston, EH54 8SU operates the website [www.thehoosekinghorn.co.uk](http://www.thehoosekinghorn.co.uk). You can contact B & L Bars Limited in the first instance at [info@thehoosekinghorn.co.uk](mailto:info@thehoosekinghorn.co.uk) if you have any questions or concerns.

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