

WEBSITE TERMS OF USE

Please read these terms and conditions carefully before using this website.

WHO WE ARE AND HOW TO CONTACT US

www.rockliffehall.com (“Website”) is a website operated by Rockliffe Hall Limited (“We”). We are registered in England and Wales under company number 05972297 and have our registered office at Rockliffe Hall, Hurworth on Tees, Darlington, DL2 2DU.

To contact us, please email enquiries@rockliffehall.com or telephone 01325 729999.

BY USING OUR WEBSITE YOU ACCEPT THESE TERMS

By using our website, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these terms, you must not use our website. We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These Terms of Use refer to the following additional policies, which also apply to your use of our Website:

- Our [Privacy Notice](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- Our [Cookie Policy](#), which sets out information about the cookies on our website.

ACCEPTABLE USE - PROHIBITED USES

You may use our Website only for lawful purposes. You may not use our Website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

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- not to reproduce, duplicate, copy or re-sell any part of our Website in contravention any of the provisions of these terms;
- not to access without authority, interfere with, damage or disrupt:
- any part of our Website;
- any equipment or network on which our Website is stored;
- any software used in the provision of our Website; or
- any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our Website. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered. We are under no obligation to oversee, monitor or moderate any interactive service we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards.

We understand that children and young people under the age of 13 years ("Children") may visit our Website. Children may need their parent or guardian's permission to use or access certain areas of our Website or receive certain information through the Website. Children may also be asked to confirm they have that permission and we reserve the right to verify parental or guardian consent where required.

We do not actively market to Children.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our Website (contributions), and to any interactive services associated with it.

You must comply with the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;

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- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

You warrant that any such contribution does comply with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our 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 our Website a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to the authorities if a third party is claiming that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the content standards or if a third party claims that content you posted constitutes a violation of their intellectual property rights or their right to privacy.

You are solely responsible for securing and backing up your content.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these terms through your use of our Website. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms constitutes a material breach of the Terms of Use upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Website;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our Website;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

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- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms of Use. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our Website from time to time at our discretion.

WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

Our Website is made available free of charge.

We do not guarantee that our 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 our Website for business and operational reasons.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use and other applicable terms and policies, and that they comply with them.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at enquiries@rockliffehall.com

HOW YOU MAY USE MATERIAL ON OUR WEBSITE

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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You may print off one copy, and may download extracts, of any page(s) from our Website for your personal, non-commercial use and you may draw the attention of others to content posted on our Website.

You must not modify, reproduce, distribute or republish the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us and/or our licensors as appropriate.

If you print off, copy or download any part of our Website in breach of these Terms of Use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION ON THIS WEBSITE

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources and accept no responsibility for them nor any loss or damage that may arise from your use of them.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This Website may include information and materials uploaded by other users of the website and our social media platforms to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on hello@rockliffehall.com

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OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Please note that we only provide our Website for domestic and private use. You agree not to use our Website or 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.

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.

We exclude all implied conditions, warranties, representations or other terms that may apply to our Website.

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:

- use of, or inability to use, our Website; or
- use of or reliance on any content displayed on our Website.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

You must not misuse our 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 our Website, the server on which our site is stored or any server, computer or database connected to our Website. You must not attack our 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 our Website will cease immediately.

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RULES ABOUT LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

You must not establish a link to our Website in any website that is not owned by you.

Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these terms.

Which country's laws apply to any disputes?

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 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.

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

OUR TRADEMARKS ARE REGISTERED

“Rockliffe Hall”, “The Orangery” and the stylised bird mark are trade marks owned by Rockliffe Hall Limited. You are not authorised to use them without our written approval.