



## WEBSITE TERMS OF USE

(Last revised on 22 September 2015)

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITE, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT HOW YOU MAY USE THIS WEBSITE**

### **1. The terms on which you may use our website**

- 1.1 These Terms of Use (together with the other documents referred to below) set out the terms on which you may use our website, [www.bettyscookeryschool.co.uk](http://www.bettyscookeryschool.co.uk).
- 1.2 You should read these Terms of Use carefully before using our website, as by using our website you are confirming that you accept these Terms of Use and that you will comply with them.
- 1.3 If you don't accept these Terms of Use you should leave our website immediately.
- 1.4 Our [Privacy and Cookies Policy](#) also applies to this website. By using our website you are consenting to us processing any personal data that you provide to us or that we collect from you as a result of your use of our website. Our [Privacy and Cookies Policy](#) sets out what we do with that personal data and how we use cookies.
- 1.5 If you buy any services from our website our [Terms and Conditions of Sale](#) will apply to the sale.
- 1.6 You are responsible for ensuring that anyone else who accesses our website through your internet connection is aware of these Terms of Use and the policies referred to above and that they comply with them.

### **2. Changes to these Terms of Use and our other policies**

- 2.1 We make changes to these Terms of Use from time to time. You should therefore check these Terms of Use whenever you return to our website to see whether any changes have been made, as these will be binding on you.
- 2.2 We also make changes to our [Privacy and Cookies Policy](#) from time to time, so you should also check this regularly to see whether any changes have been made.

### **3. About us**

- 3.1 We, Betty's & Taylors of Harrogate Ltd, trading as Betty's Cookery School, operate this website at [www.bettyscookeryschool.co.uk](http://www.bettyscookeryschool.co.uk). We are a company registered in England and Wales under company number 00543821 and our registered office is at 1 Parliament Street, Harrogate, HG1 2QU, England. Our main trading address is at Betty's Cookery School, Plumpton Park, Harrogate, HG2 7LD. Our VAT number is 405696146.

- 3.2 You can contact us:

By email at: [data@bettysandtaylor.co.uk](mailto:data@bettysandtaylor.co.uk)

By phone: at 01423 814000.

By post at: Company Secretariat, Betty's & Taylors of Harrogate Ltd, 1 Parliament Street, Harrogate, HG1 2QU, England.

- 3.3 We are a limited company.

### **4. Restrictions on your use of our website**

- 4.1 You may only use our website for lawful purposes.
- 4.2 In addition, you must not:

- 4.2.1 use our website to send or transmit, whether directly or indirectly, unsolicited or unauthorised advertising or promotional material, chain letters or pyramid selling schemes;
  - 4.2.2 use our website for mail bombing or flooding or to make deliberate attempts to overload a system;
  - 4.2.3 knowingly or recklessly introduce to our website, or use our website to transmit, any viruses, trojan horses, worms, logic bombs, time-bombs, keystroke loggers, spyware, malware, adware or other materials which are malicious or harmful;
  - 4.2.4 attempt to gain unauthorised access to our website, the server, equipment or network on which our website is stored, any server, computer or database connected to our website or any software;
  - 4.2.5 use our website to attempt to gain unauthorised access to any other website, internet account, server, computer, equipment, system, network, data or information;
  - 4.2.6 use our website to monitor data or traffic on any network or system;
  - 4.2.7 use our website to collect or use information, including without limitation email addresses, screen names or other identifiers, by deceit (such as phishing, internet scamming, password robbery, spidering, scraping and harvesting);
  - 4.2.8 use our website to distribute software;
  - 4.2.9 carry out a denial-of-service attack or a distributed denial-of-service attack on our website or use our website to carry out any such attack on any other website;
  - 4.2.10 use our website to groom, harm or take advantage of minors in any way or to attempt to do so; or
  - 4.2.11 use our website in violation of export laws, controls, regulations or sanction policies of the United States or any other country.
- 4.3 If you breach any term of these Terms of Use your right to use our website will immediately end. In addition we may take such other actions including, without limitation, legal action as we consider appropriate.
- 4.4 If you breach any term of these Terms of Use, or if we receive a request from a law enforcement authority to do so, we may report your identity, details of any breach and any other information we consider necessary to relevant law enforcement authorities.

## **5. Passwords and security requirements**

- 5.1 If you register an account on our website you must provide accurate and complete registration information and keep that information up to date at all times.
- 5.2 You may need a user identification code and password in order to access certain parts of our website. It is your responsibility to keep this information secret and confidential and not to disclose it to any other person.
- 5.3 If you think that somebody else might know your user identification code and/or password then you must log in to your account and change these as soon as possible.
- 5.4 We reserve the right to disable your user identification code and/or password at any time if, in our reasonable opinion, you fail to comply with any of these Terms of Use or if we consider that there may be a security risk.

## **6. Our website and its content**

- 6.1 We do not guarantee that access to our website, or the content on it, will always be available or uninterrupted. Your right to access our website is given on a temporary basis only.
- 6.2 We reserve the right to change our website and the content on it, including without limitation by adding or removing content or functionality, at any time.
- 6.3 We make no warranties, representations, undertakings or guarantees that our website or any content on it will be free from errors or omissions.
- 6.4 The content on our website is provided for general information purposes only.
- 6.5 We make no warranties, representations, undertakings or guarantees that our website is secure or free from bugs or viruses. You are responsible for ensuring that the device from which you access our website has suitable anti-virus software in place.

## **7. Intellectual property rights**

- 7.1 We, or our licensors, own the copyright and all other intellectual property rights in our website and all content on it.
- 7.2 Bettys and Bettys Cookery School are registered trademarks of our holding company Bettys & Taylors Group Ltd, a company registered in England and Wales with registration number 00500829.
- 7.3 You may download content from our website and/or print a reasonable number of copies of any page on our website. You must not make any changes to any content which you have downloaded or printed from our website. If you reproduce the downloaded or printed content in any medium you must ensure that you reproduce it accurately and completely and include a statement acknowledging that it is sourced from our website.
- 7.4 If you use, download, print or reproduce content from our website in breach of these Terms of Use your right to use our website will immediately end and you must return to us or destroy (at our option) all digital and paper copies of the content that you have made.

## **8. Links from our website to other websites**

Our website may contain links to other websites from time to time. These links are provided for your convenience. We have no control over, and no responsibility or liability for, those other websites or their content.

## **9. Links from other websites to our website**

- 9.1 You may create a link to our website from another website, but only if you comply with the following conditions:
  - 9.1.1 you may only link to the homepage of our website. You must not create a link to any other page of our website, nor frame any page of our website;
  - 9.1.2 you may only link to our website from a website which you own; and
  - 9.1.3 you must not suggest that we have any association with you or that we approve or endorse your website or any of your products or services unless we expressly agree that you can do so.
  - 9.1.4 We reserve the right to require you to remove any link to our website at any time and without giving you prior notice.

## **10. Our liability to you**

- 10.1 Nothing in these Terms of Use limits or excludes our liability to you for:
- 10.1.1 death or personal injury resulting from negligence;
  - 10.1.2 fraud or fraudulent misrepresentation; or
  - 10.1.3 any other matter for which we are not permitted by law to exclude or limit our liability.
- 10.2 All warranties, conditions and other terms relating to our website and/or its content which would otherwise be implied by law (whether by statute, common law or otherwise) are excluded.
- 10.3 We will not be liable to you for any loss or damage arising out of or in connection with your use of (or inability to use) our website or your use of or reliance upon any content on our website, whether in contract, tort (including without limitation negligence), misrepresentation, restitution, under statute or otherwise.
- 10.4 If you buy any services from our website our liability for those services is set out in our [Terms and Conditions of Sale](#)

## **11. Applicable law**

- 11.1 If you are a consumer these Terms of Use are governed by the law of England and Wales and the courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with them. If you are resident in Scotland you may also bring proceedings in Scotland and if you are resident in Northern Ireland you may also bring proceedings in Northern Ireland.
- 11.2 If you are a business user these Terms of Use (and any non-contractual obligations arising out of or in connection with them) are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including without limitation in relation to any non-contractual obligations).