

## **WEBSITE TERMS OF USE**

### **1. TERMS OF WEBSITE USE**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.ridgeview.co.uk](http://www.ridgeview.co.uk) (**our site**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use our site. By using our site, you are indicating that you fully accept these terms of use and that you fully agree to abide by them. If you do not fully agree to these terms of use, please refrain from using our site.

### **2. INFORMATION ABOUT US**

[www.ridgeview.co.uk](http://www.ridgeview.co.uk) is a site owned and operated by Ridgeview Estate Winery Limited ("We"). We are a limited company registered in England and Wales under number [03085921](#) and have our registered office at Fragbarrow Lane, Upper Furzefield, Ditchling Common, East Sussex, BN6 8TP. Our VAT number is GB 931 8054 32.

### **3. ACCESSING OUR SITE**

To register with our site you must be over eighteen years old, and you must ensure that all personal details supplied to us by you are correct and kept up to date at all times.

You agree that you will only use our site in a way which is consistent with these terms of use and in accordance with any and all applicable laws and regulations.

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw, or amend, the services and products provided and offered on our site without notice (see below). We will not be liable to you in any way if, for any reason whatsoever, our site is unavailable at any time.

From time to time, we may restrict access to some, or all, parts of our site, from users who have registered with us.

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, and 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.

You are responsible for making all arrangements necessary in order for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use, and that they comply fully with them.

All text and graphics on this website, unless specified, are directed solely at those who access the website from the United Kingdom mainland. We make no representation, and will not be held liable, for any action placed upon our site by individuals from other locations.

#### **4. INTERNATIONAL USE**

We make no promises that materials on our site are appropriate or available for use in locations outside the United Kingdom, and accessing our site from territories where its contents are illegal or unlawful is prohibited. If you choose to access our site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

We are the sole owner, or the licensee of, all intellectual property rights in our site, and in the content and the material published on it including copyright, database rights, trademarks and any other intellectual property rights in and to the content of our site, including text, graphics, logos, banners, images, buttons, source code and software. Those works are protected by copyright laws and treaties around the world. All such rights are reserved, and we will take appropriate action in order to protect such rights.

You may print off one copy, and may download extracts, of any page(s) from our site for the sole purpose of placing an order with Ridgeview Estate Winery Limited.

You must not delete, change or modify in any way 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 material on our site must always be acknowledged.

Except for this limited licence, you must not copy, reproduce, re-publish or use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

#### **6. OUR SITE CHANGES REGULARLY**

We aim to update our site regularly, and we reserve the right to change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material, although we will endeavour to keep all information as up to date as possible.

While we shall endeavour to notify you of any such amendments that have been made, it may not always be possible to do so, and you should regularly check these terms of use for any amendments.

We will do our best to correct any errors and omissions as quickly as is practicable after being notified of them, however, because of the sophisticated technology used to operate our site, there may be times when obvious errors occur, for example, this may result in a price or service or other details displayed or presented on our site being

incorrect. In such circumstances, we reserve the right to cancel any contract made on that basis, and such cancellation will be without any liability to you.

## **7. OUR LIABILITY**

We have taken every effort to ensure that the information on this website is correct, accurate and up to date. However, we take no responsibility whatsoever for information that is incomplete, inaccurate or out of date.

To the extent permitted by law, we, and all third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any incidental or indirect damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to our Site.
- For any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **8. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our privacy [http://www.ridgeview.co.uk/pdf/privacy\\_policy.pdf](http://www.ridgeview.co.uk/pdf/privacy_policy.pdf). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **9. TRANSACTIONS CONCLUDED THROUGH OUR SITE**

All contracts for the supply of services or purchase of products through our site are governed by our terms and conditions of supply <http://www.ridgeview.co.uk/pdf/terms.pdf>.

All information (including credit card details) are sent and received using the latest in secure e-commerce software. We will continue to use new security protocols and software as they become available.

## **10. UPLOADING MATERIAL TO OUR SITE**

It is expressly prohibited to upload or send any material to our site which is threatening, defamatory, pornographic, obscene, offensive, hateful, inflammatory or otherwise unlawful, or which promotes violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age (the "**Content Standards**"). You warrant that any such contribution that you upload, post or send to our site complies at all times with the Content Standards, and you will fully indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials uploaded, posted or sent by you.

We have the right to remove any material or posting made by you if, in our reasonable opinion, such material is in breach of these terms of use.

## **11.VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would be committing a criminal offence under the Computer Misuse Act 1990. We will report any and all such breaches 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 site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site, or to your downloading any material posted on it, or on any other website linked to it.

## **12.LINKING TO OUR SITE**

You may link to our site's 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, but 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 from any website that is not owned by you.

Our site must not be framed on any other website, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the Content Standards set out in clause 10 above.

If you wish to make any use of material on our site other than that set out above, please address your request to [info@ridgeview.co.uk](mailto:info@ridgeview.co.uk)

### **13.LINKS FROM OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **14.VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

### **15.JURISDICTION AND APPLICABLE LAW**

These terms of use are governed by English law.

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site as we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

### **16.YOUR CONCERNS**

If you have any concerns about material which appears on our site, please contact [info@ridgeviewco.uk](mailto:info@ridgeviewco.uk). Thank you for visiting our site.