#### TERMS AND CONDITIONS FOR USING THIS WEBSITE

Welcome to our website www.thesalontorquay.co.uk.

References to "we", "us" and similar terms means The Salon, Torquay "Our" should be construed accordingly. The term "you" refers to the user or viewer of the website. The terms "this website" and "our website" and similar terms means website www.thesalontorquay.co.uk.

By using this website (which includes browsing a page or pages on it and in particular making purchases or sending other communications via the website) you are agreeing to comply with and be bound by: these terms and conditions of us; and privacy and cookies policy.

It is important therefore that you read these terms and conditions and our privacy and cookies policy carefully as use of this website is subject to them. If you do not understand or do not agree with the whole of the terms and conditions and the privacy and cookies policy then you must not proceed to use the website or must not continue to use it.

These terms and conditions apply in addition to any other terms which may be set out when doing certain things through or on our website. Please note that unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

We may vary our terms and conditions of use from time to time and any variation will apply from the date of publication on our website.

### Copyright

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Any permissions granted terminate automatically if you breach any of these terms or other terms and conditions applicable to this website. Nothing on this website or your use of any of the services shall be construed as conferring any licence or other rights under the intellectual property or other proprietary rights of the owners and operators of The Salon Torquay and its website www.thesalontorquay.co.uk., its affiliates or any third party, whether implied or otherwise, save as expressly provided.

We reserve the right to withdraw any permissions or licences which are granted at any time without prior notice by notifying you directly of this or by publishing a notice on our website.

If you wish to seek clarification of any term of the permissions or licences granted or wish to seek additional permissions or licences then please contact us via the website.

#### Links to our website

We are very happy for you to create a link to our website provided that: the link is provided in a manner which is fair, not misleading and not harmful to our reputation; the link and the material is not embedded or 'framed' by another website; you agree to remove the link immediately upon being requested to do so by us; and it is clear that the content has been created by us and provided courtesy of us. Unless all of these conditions are satisfied, you must not create a link to our website.

#### Use of this website

We may at our complete discretion restrict your access to this website at any time. A breach of the terms and conditions of use may result in steps being taken to prevent future use by you of the website or parts of the website.

While our current intention is for the website to be available at all times, this unfortunately cannot be guaranteed. The website and any part of it (including any regular publications and goods and services sold) may be brought to an end by us at any time subject to the legal rights provided under separate contracts with you. We take no responsibility for, and will not be liable for, the website or associated publications, goods and services being temporarily unavailable or for being brought to an end.

If we provide you with a user ID or password then you must ensure that these are kept confidential. You must not attempt to log on to any part of our site without authorisation to do so; use our website for or in connection with any unlawful or harmful purpose or activity; interfere with or disrupt the operation of the site or the systems used to operate the website; in connection with the website, transmit or use in any way any computer programme, software or code which is or may be harmful or is

intended to cause damage or is likely to cause damage (this includes the use of any virus, worm, trojan or spyware); create any database or otherwise collect information via an automated process in relation to our website without our written permission; use our website for any commercial or marketing purposes without our written permission.

### **Indemnity for breaches**

You agree to indemnify us for any losses (financial or otherwise), liability or other costs which we incur or become responsible for as a result of any failure by you to comply with these terms and conditions of use.

## Disclaimer of liability

Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law. The following statements are all made subject to this important point:

The content of the pages of this website are general in nature only and are subject to change without notice. They should not be relied upon as if they were advice upon your individual circumstances. The information on our website has to be quite generic and it remains your own responsibility to ensure that any material or information available through this website meets your specific requirements.

While we do our very best to keep our content up-to-date and maintain its accuracy we are afraid that we cannot guarantee that this will always be the case. You acknowledge and accept that information and material on our website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law (subject to the areas identified above which we do not seek to exclude liability for). Your use of any information or materials on this website is at your own risk. In no event will we or the domain host or registrant or administrator or any other connected person be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website (subject to the areas identified above which we do not seek to exclude liability for). From time to time, this website may include links to other websites. These links are provided for your convenience to provide further information and we hope that you find this helpful. However, the presence of a link on our website does not mean that we endorse the website(s). We have no responsibility for the content of the linked website(s) and are afraid that we are unable to provide any assurances as to the reliability, accuracy or appropriateness of the content.

Some of the content on our website may be provided by users adding comments, postings and messages. These do not constitute or represent our opinions or beliefs. We accept no responsibility for and make no representations relating to messages, postings, comments and discussions.

We do not confirm or represent the legitimacy, accuracy, reliability, correctness or currency of any data or postings entered by a user. We specifically prohibit under these terms of use the making of defamatory comments and infringement of copyright and will not accept any liability in respect of such a communication or infringement.

While we do our best to ensure the that our website is free from anything which may cause our users a problem we are afraid that due to the nature of the internet we are unable to make any warranty that the contents of the website are free from infection by viruses or anything else which has contaminating or destructive properties and shall have no liability in this respect (subject to the areas identified above which we do not seek to exclude liability for).

## Privacy and subscribed services

We may collect and use information about you in accordance with our privacy and cookies policy, which is available on our website. These terms and conditions must be read in conjunction with our privacy and cookies policy as this policy includes additional terms and conditions for use of this website.

#### Miscellaneous

Your use of this website and any dispute arising out of such use of this website is subject to the law of England and Wales.

If a provision of these terms of use is found by a Court or similar body to be unlawful or unenforceable then all other provisions and any part of the provision in question which has not had such a finding made in respect of it will continue to have effect.

#### **Complaints**

In the unlikely event that you have a complaint about a product or service then please do contact us via our website. We value your feedback.

#### PRIVACY AND COOKIES POLICY

References to "we", "us" and similar terms means The Salon Torquay "Our" should be construed accordingly. The term "you" refers to the user or viewer of the website. The terms "this website" and "our website" and similar terms means www.thesalontorquay.co.uk.

By using this website (which includes browsing a page or pages on it and in particular making purchases or sending other communications via the website) you are agreeing to comply with and be bound by: this privacy and cookies policy, and in particular for your information to be used in the ways set out below; and our terms and conditions of use.

It is important therefore that you read our terms and conditions and this privacy and cookies policy carefully as use of this website is subject to them. If you do not understand or do not agree to be bound by the whole of the terms and conditions and the privacy and cookies policy then you must not proceed to use the website or must not continue to use it.

This policy sets out how we use and protect any information that you give to us when you use our website and purchase goods and services from us. We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is (and any amendments to it are) effective from the date of publication.

You can find our contact details on our website:

www.thesalontorquay.co.uk. Any request, notification, communication or notice under these terms and conditions may be made by us via any email <a href="mailto:the.salon@hotmail.co.uk">the.salon@hotmail.co.uk</a> as well as by other means such as post. However the use of such an email address should not be relied upon as evidence that the communication has been sent by us.

## Information which we may collect from you

We may collect a variety of information from you in a number of different ways, including: your name, address, telephone number and payment details for goods and services purchased;

your email address for goods and services purchased or for subscribing to a newsletter or other electronic service; information about your business, such as type of business; Information about what you have done on our website (see 'cookies'); and information on the products and services which you purchase from us.

# How we use the information which you provide to us

We collect information from you primarily in order to provide goods and services to you and to improve the goods and services we provide more generally, including the content and facilities available on our website. If you specifically register for our newsletter or otherwise provide your email address to us then we will send you our newsletters free of charge. If you do not wish to receive such communications or wish to stop receiving such communications then please simply follow the instructions in the communication to unsubscribe. If there are no specific instructions then simply respond to the communication with the subject heading "OPT OUT".

We may also use your information periodically to keep you up to date of goods and services which are available which we think you may find interesting unless you choose to opt out of receiving such communications. If you do not wish to receive such communications or wish to stop receiving such communications then please email us via the website with the subject heading "OPT OUT".

We may also use the information for administration purposes, to publish anonymised statistical data about our users and to deal with or consider any communication received from you.

#### How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site.

Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. Examples of our use of cookies include the following: We may use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs; we may use cookies in our newsletters to understand who is enjoying what; we may also use cookies to identify what stage of your training you are at with us if using online services.

Overall, cookies help us provide you with a better website and service, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. We will not use cookie devices which involve the storing or processing of personal data. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may however prevent you from taking full advantage of the website. It is a condition of using this website that you consent to our use of cookies. If you do not consent then unfortunately you may not use our website.

#### Links to other websites

Our website may contain links to other websites. Once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

### Controlling information gathered about you

We will not share or disclose your personal information to third parties unless: we have your implied or express permission; are required or permitted to do so by law; or such disclosure is in our opinion appropriate in connection with legal proceedings (anticipated or otherwise). We may also share your information with staff, business partners, volunteers, agents and contractors in connection with the operation of the website and the delivery of goods and services to you only and in accordance with this policy.

If the domain and intellectual property of our website and / or business is or is likely to be sold or transferred then your information may be shared with advisers and any purchasor or transferee.

# Accessing and updating the information we hold about you

If you wish to know what 'personal data' we hold about you then please contact us via the website and we will take reasonable steps to provide you with this.

We want to make sure that any information which we do hold about you is accurate and up to date. If you believe that any information we are holding on you is incorrect or incomplete, please contact us via the website and we will endeavour to promptly correct any information found to be incorrect.

# **Changes to this policy**

We reserve the right to change this Privacy Policy and Data Protection Statement at any time by posting revisions on our Site.