

Terms and Conditions

Urban Planters Terms of Use

General

These Terms of Use govern your use of our website, <http://www.urbanplanters.co.uk> (the "**Website**"), whether accessed directly or through any other domain name which redirects to the Website. References to "**we**", "**our**", "**us**" in this policy is to Urban Planters Franchise Limited. We are registered in England and Wales under company number 05041030 and our registered office is at The Granary, The Stables Business Park, Mudgley Road, Rooksbridge, Somerset BS26 2TH.

Privacy Policy

By using the Website, you are deemed to have full knowledge of and accept the terms of our Privacy Policy. If you do not agree to be bound by the terms of the Privacy Policy, please do not use the Website.

Changes to the Website or the Service

We may make changes to the Website, the Service and these terms at any time. If we make any changes to these terms, we will post an updated set of terms on the Website. If any such changes are unacceptable to you, then you should not continue to use either the Website or the Services. If you continue to use the Website, then you will be deemed to have accepted any such changes.

Sign Up

If you have signed up to receive updates from us, you may provide us with personal information about you such as your name and email address ("**personal information**").

Urban Planters Content

Certain content provided on and through the Website and the Service ("the Urban Planters Content") which is not User Generated Content (as defined below) are provided to you by us and are protected by Copyright. You may use and display the Urban Planters Content on a limited, personal, non-exclusive and non-transferable basis in connection with your use of the Website and the Service. Except as expressly permitted in these terms of use, you have no right to modify, edit, copy, reproduce, adapt or in any way exploit any of the Urban Planters Content in any manner or format. Your limited license to use the Urban Planters Content as set out above will terminate automatically if you breach any of these terms of use. Except for the limited rights granted by these terms of use, you acknowledge that you have no right, title or interest in or to any Urban Planters Content.

Content Generally

You further acknowledge and agree that we do not control (on either a functional or editorial level) any content (including, without limitation, information, data, text, software, music, sound, photographs, images, video, responses, messages or other materials communicated, submitted or transmitted by you, respondents to or recipients of the forms created as a result of your use of the Website or the Service) which you create and upload onto either the Website or the Service, or created by respondents to forms created as a result of your use of the Website or the Service ("User Generated Content"), and do not guarantee the accuracy, integrity or quality of such User Generated Content. We may, however, block, modify, terminate access to, or remove any such User Generated Content that we believe to be in breach of these terms (including, but not limited to, the Acceptable Use Policy set out below) if requested to do so by any third party.

We reserve the right to delete User Generated Content from our databases at any time without notice to you. You acknowledge and agree that you are solely responsible for backing up any User Generated Content which you have uploaded to the Website or which you have received through any use of the Service. We will not be liable for any deletion or failure to retain any such User Generated Content.

Your use of the Website and the Service

We make no warranty as to the accuracy of the information contained in any of the materials on the Website or produced through your use of the Service. We do not accept liability for any particular

material on the Website, produced through your use of the Service or as a result of any use of or reliance placed upon the information contained on the Website or any external links on the Website.

Any material downloaded or otherwise obtained through the use of this Website or the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of any such material.

We may suspend your use of the Website in circumstances where we are of the opinion that your continued use of the Website would cause us liability, would cause us to breach any law, endangers our systems or causes offence to or damages the reputation of any person. We shall not be liable to you in respect of any such suspension.

Whenever you make use of the Service or any other feature that allows you to upload material to the Website or the Service, or to make contact with other users of the Website:

- 1) all material which you upload to the Website and to allow you to use the Service will be considered non-confidential and non-proprietary, and we have the non-exclusive, perpetual and worldwide right (in addition to the right to transfer and/or grant any appropriate sub-licences) for any purpose connected with the business from time to time 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 the Website constitutes a violation of their intellectual property rights, or of their right to privacy;
- 2) all User Generated Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom any such User Generated originated,
- 3) you will not use the Service or any other feature in to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 4) you will not use the Service or any other feature in to knowingly transmit any data, or 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; and
- 5) you acknowledge that we do not actively moderate your and other users use of the Service or any other feature.

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

We have the right to remove any material or posting you make on the Website or through your use of the Service for any reason whatsoever if, in our opinion, such material may not comply with the content standards set out in our acceptable use policy, as set out below.

Acceptable Use Policy

This acceptable use policy applies to any and all User Generated Content which you contribute to the Website (contributions).

You must comply with the spirit of the following standards as well as the letter. 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).
- 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, trade mark or other intellectual property right of any other person.
- Be likely to deceive any person.
- 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.

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

Failure to comply with this acceptable use policy constitutes a material breach of these terms of use, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- 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.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

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

We may revise this acceptable use policy 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 make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

Changes to the Website or the Service

We reserve the right at any time to modify, suspend, or discontinue, (temporarily or permanently), the Service, your access to the Service, and to modify, suspend or delete the Website (or any part thereof). We will use reasonable endeavours to provide reasonable advance notice of any changes that significantly impact the Service and your use of the Service. You acknowledge and agree that we will not be liable to you, or to any third party, for any modification, suspension or discontinuance of the Services or any modification, suspension or deletion of the Website.

You acknowledge and agrees that the Website and the Service are provided "as is," "where is," "as available," and "with all faults," and that we have no responsibility or liability for the loss or deletion of, or failure to receive, process, or store any User Generated Content (including responses to any forms generated as a result of your use of the service) maintained or transmitted using the services.

You acknowledge and agree that the information, software, products, and services contained in or available through the Website or the Service, including information, software, products and services made available by other users of the site or the services, may include inaccuracies or errors.

You further acknowledge and agree that you and not we are responsible for evaluating the accuracy, reliability, completeness, and usefulness of any information obtained through the use of the Website or the Services.

Linking Policy

No links to this site may be included in any other web site without our express written authorisation. Any link (be it a hypertext link or other referral device) used on this site is provided solely for convenience. A link does not represent any endorsement or recommendation by us and does not mean that we have any association with the linked site. We are not responsible for the content of any web sites that have links with this site or for the legal consequences of contracts with the third parties that have these linked web sites and we hereby excludes any liability for any loss or damage arising as a result.

Our Liability

We make no representation or warranty regarding the suitability, reliability, availability, timeliness, quality, lack of viruses or other harmful components of the Website or the Service, or the accuracy of any such information, software, products and services.

To the fullest extent permitted by law, any warranties, express or implied, with regard to such information, software, products or services, including any implied warranties of merchantability and fitness for purpose, are excluded from your relationship with us.

These disclaimers shall not operate so as to exclude, limit or restrict our liability: for death or personal injury; for fraud or fraudulent misrepresentation; for damage suffered as a result of any breach by of the conditions as to title and quiet enjoyment implied by English law; under Part 1 of the Consumer Protection Act 1987; or for any other liability the exclusion or limitation of which is not permitted by English law.

The disclaimers in these terms of use do not affect the statutory rights of consumers.

Applicable Law

These terms of use shall be governed by and construed in accordance with the law of England. If any provision shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Copyright

The Website is Copyright © Urban Planters Franchise Limited 2013 All Rights Reserved. None of the content of the Website may be copied or otherwise incorporated into or stored in any other web site, electronic retrieval system, publication or other work in any form (whether hard copy, electronic or other). For the avoidance of doubt, framing of this site or any part of it or automatic extraction of data held on the Website is not permitted without our express written permission.

Contact Details

For enquiries or further information please contact us either by calling us +44 (0) 1934 751 188, or by writing to us at the following address:-

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