



Website Terms of Use

Thank you for visiting the Melissa Maynard Heritage website. It is important to me that this website is an accessible, supportive and friendly space for everyone visiting it, so please read these terms and conditions carefully before using this site.

About our Terms

These Terms explain how you may use this website (the Site) and you should read them carefully before using this Site.

References in these terms to the Site includes associated internet presence, including the Melissa Maynard Heritage Facebook page.

By using the Site you agree to be bound by these Terms and the documents referred to in them. If you do not accept any of these Terms, you should stop using the Site immediately.

If you have any questions about the Site, please contact me by e-mail:
melissakate@melissamaynardheritage.co.uk

Definitions

- Content means any text, images, video, audio or other materials submitted to or on the Site;
- Terms means these terms and conditions of use as updated from time to time under clause 11;
- Acceptable use policy means the policy set out at the end of these Terms;
- Cookie policy means the policy, which governs how we use cookies in the Site;
- Online terms and conditions for the supply of goods or services means any terms and conditions which will apply to you ordering goods or services using the Site;
- Privacy policy means the policy which governs how we process any personal data collected from you;
- Submission means any text, images, video, audio or other materials submitted by you
- or other users to the Site;
- I, me or my means Melissa Kate Maynard, a sole trader, trading under the name Melissa Maynard Heritage.
- You or your means the person using the Site or its Content.

Your use of the Site means that you must also comply with our Acceptable Use policy, our Privacy policy, and our Cookie policy, where applicable.

Using the Site

The Site is for your personal and internal business use only and you agree that you are solely responsible for any costs and expenses you may incur in relation to your use of the Site.

I seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact me at melissakate@melissamaynardheritage.co.uk

I may prevent your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

Ownership, use and intellectual property rights

This Site and all intellectual property rights in it including but not limited to any Content are owned by us. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with the Site. This means, for example, that we remain owners of them and free to use them as we see fit.

Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site.

Submitting information to the Site

While I try to make sure that the Site is secure, I cannot guarantee the security of any information that you supply to me and therefore I cannot guarantee that it will be kept confidential. For that reason, while I value your feedback, you should not submit to the Site any information that you regard as confidential, commercially sensitive or valuable.

I may use your or any other Submissions as we see reasonably fit on a free-of-charge basis. I shall not be legally responsible to you or anybody else for any use of Submissions.

Accuracy of information and availability of the Site

While I try to make sure that the Site is accurate, up-to-date and free from bugs, I cannot promise that it will be. Furthermore, I cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

I may suspend or terminate operation of the Site at any time as I see fit.

Content is provided for your general information purposes only and to inform you about me and my products and news, features, services and other websites that may be of interest. It does not constitute technical, or professional advice or any other type of advice and should not be relied on for any purposes.

While I try to make sure that the Site is available for your use as much as possible, I do not promise that the Site will be available at all times nor do I promise the uninterrupted use by you of the Site.

Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. I have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that I endorse that third party's website, products or services. Your use of a third party site will be governed by the terms and conditions of that third party site.

Acceptable Use Policy

As a condition of your use of the Site, you agree:

- not to use the Site for any purpose that is unlawful under any applicable law or prohibited by these Terms;
- not to use the Site to commit any act of fraud;
- not to use the Site to distribute viruses or malware or other similar harmful software code;
- not to use the Site for purposes of promoting unsolicited advertising or sending spam;
- not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- not to use the Site in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
- not to use the Site in any manner that harms minors;
- not to promote any unlawful activity;
- not to represent or suggest that I endorse any other business, product or service unless I have separately agreed to do so in writing;
- not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks; and not to attempt to circumvent password or user authentication methods.

Interactive services

I may make interactive services available on the Site, for example areas where you can comment on Content.

I am not obliged to monitor or moderate Submissions to my interactive services. Where I do monitor or moderate Submissions I shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.

I may remove or edit any Submissions to any of our interactive services whether they are moderated or not.

Any Submission you make must comply with our Submission standards set out below.

Submission standards

Any Submission or communication to users of my Site must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. In particular, you warrant that any Submission or communication is:

- your own original work and lawfully submitted;
- factually accurate or your own genuinely held belief;
- provided with the necessary consent of any third party;
- not defamatory or likely to give rise to an allegation of defamation;
- not offensive, obscene, sexually explicit, discriminatory or deceptive; and unlikely to cause offence, embarrassment or annoyance to others

Linking and framing

You may create a link to my Site from another website without my prior written consent provided that the link does not:

- create a frame or any other browser or border environment around the content of our Site;
- imply that I endorse your products or services or any of the products or services available through the website on which you place a link to our Site;
- display any of the trademarks or logos used on my Site without my permission; or appear on a website that itself does not meet the acceptable use requirements of this Policy.

I reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by me to remove any such link.

Using my name and logo

You may not use my trademarks, logos or trade names except in accordance with these Terms.

Breach

I shall apply these Terms in my absolute discretion. In the event of your breach of the Terms I may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions to law enforcement authorities or take any action I consider necessary to remedy the breach.

Limitation on my liability

Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury), I am not legally responsible for any:

- losses that:
 - were not foreseeable to you and me when these Terms were formed; or
 - that were not caused by any breach on my part; and
- business losses.

Variation

These Terms are dated 4th October 2020. No changes to these Terms are valid or have any effect unless agreed by me in writing. I reserve the right to vary these Terms from time to time. My updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by me. It is your responsibility to check these Terms from time to time to verify such variations.

Disputes

I will try to resolve any disputes with you quickly and efficiently and I expect that the parties will usually be able to find an amicable resolution to any disputes.

If you are unhappy with me please contact me as soon as possible to let me know.

If a dispute arises out of or in connection with these Terms, you and I agree that we shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. This does not affect the freedom of either of us to commence legal proceedings to preserve any legal right or remedy or to protect any Intellectual Property Rights or trade secrets whether by way of injunctive relief or otherwise.

Governing law and jurisdiction

These Terms and any dispute arising out of or in connection with them are governed by the laws of England and Wales.