

## Terms of Use

We, Cairndow Community Childcare, operate this website (“our website”), the homepage of which can be found at [www.thefyneden.com](http://www.thefyneden.com). Your access to and use of our website is subject to your compliance with all applicable laws and these Terms of Use, which incorporate the paragraphs below and the [Privacy & Cookies Policy](#), all of which can be accessed from our website. Your use of our website and our social media facilities constitutes your unqualified agreement to accept and comply with these Terms of Use. If you do not agree to these Terms of Use you must not use our website or our social media facilities.

### 1. Who We Are

We, Cairndow Community Childcare are a registered charity in Scotland (number SC036216, Company no. SC27612) whose main trading address is The Fyne Den (‘the attraction’), Cairndow, Argyll PA268BL.

### 2. Use of Our Website

Our website is offered as a facility for customers to purchase bookings for The Fyne Den Adventure Zone, hire space and rooms, hire electric bikes or our products and is directed solely at those who access this website from the UK.

Whilst we use reasonable efforts to include accurate and up to date information on our website, errors may occur. We cannot give any warranty or representation as to the accuracy of the information, and do not accept responsibility for errors or omissions or for any action or decisions based on the information.

Your use of our website is at your risk. If you have any specific queries, please contact us by email at [info@thefyneden.com](mailto:info@thefyneden.com) or by telephone on 01499 320429. The information and materials provided on our website are of a general nature only and cannot be regarded as constituting advice or recommendations (professional or otherwise). We do not accept any liability for any direct, indirect, special or consequential losses or damages of whatever nature, including but not limited to loss of anticipated savings, revenue, information, goodwill or contract arising out of our website, its availability or lack of availability or your use of any information contained on our website.

We exclude all warranties, express or implied, relating to the information and materials on our website to the fullest extent permitted by law.

Nothing in these Terms of Use shall be construed to exclude or limit (1) our liability for death or personal injury caused by our negligence, or fraudulent misrepresentation or (2) any rights you may have as a consumer to the extent that such liability and rights may not be excluded or limited under applicable statute or law.

You agree to indemnify us against all claims, losses and damages suffered and costs, expenses and liability incurred as a result of your breach of these Terms of Use.

### **3. Links from and to Our Website**

Hypertext links are links by which visitors can move from one website to another or from one page to another within the same website.

Our website contains hypertext links to third parties' websites. Any hypertext links between our website and any third party website are provided for your convenience only and we accept no liability whatsoever for the contents of any such third party website. We exclude to the fullest extent permitted by law all liability that may arise in connection with or as a result of third party website material or your accessing of third party websites causing any damage, costs, injury or loss of any kind.

You agree that if you wish to create any links between our website and any other website you will do so only in accordance with these Terms of Use or as we otherwise agree in writing. We reserve the right to withdraw linking permission without notice.

You may link to the homepage of our website, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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 to our website in any website that is not owned by you or which does not comply with these Terms of Use.

Our website must not be framed on any other site and you may not create a link to any part of our website other than the homepage.

### **4. Facebook, Twitter, Instagram and TripAdvisor (together "Social Media") facilities**

We offer our Social Media pages as facilities for your convenience and are not responsible for any financial or other liability associated directly or indirectly with a public or private posting made using them.

You acknowledge that any information that you post using our Social Media facilities may be viewable by any person and by posting using our Social Media facilities you undertake:

- to accept full responsibility for the contents of any postings you make using the facilities;
- to use the facilities only for lawful purposes;
- not to post any material which is inaccurate, defamatory, abusive, offensive, pornographic, racist, sexist, threatening, vulgar, obscene, hateful or otherwise inappropriate or which will constitute a criminal offence or give rise to civil liability or which may cause offence in relation to sexual orientation, age, marital status, disability or working status;
- not to harass or upset third parties through your use of the facilities;
- not to include in any posting any material which refers to a third party or is protected by confidentiality, copyright, trade mark or other propriety right without the express permission of the third party owner (and for the avoidance of doubt you have our permission to send details of our own products to third parties using the facilities in accordance with these Terms of Use);
- not to send personal information about any third party using the facilities;

- not to insert into any posting any material which contains viruses, files or programs that are designed to disrupt, damage or limit the functioning of any software or hardware equipment;
- not to use the facilities for any commercial purpose or to send advertisements, chain letters, surveys, pyramid schemes or requests for money; and
- not to use the facilities in order to obtain unauthorised access to data or other information belonging to us or any third party.

You acknowledge and agree that we may at our discretion remove any postings from the facilities, that we may (but are not obliged to) monitor the contents of postings sent using the facilities and that we do not accept any liability arising from your use of, or the content of any postings in your use of, the facilities.

You are responsible for all information posted using the facilities which arises from use of your account for the relevant Social Media facility, whether or not such use is authorised by you.

You warrant that any content that you post using the facilities will comply with these Terms of Use and that you will be liable to us for, and shall indemnify us against, any loss or damage that we suffer or incur as a result of any breach by you of such warranty.

You acknowledge and agree that any content that you post using our Social Media facilities will be considered non-confidential and non-proprietary, and that we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

You acknowledge that we will cooperate with any person, law enforcement authority or court order requesting or directing us to disclose the identity of anyone posting or sending material using the facilities in breach of these Terms of Use, any law (whether civil or criminal) or the legal rights of any party (including but not limited to intellectual property rights and rights to privacy).

We shall not be responsible, or liable to you, for the content or accuracy of any content posted by any other user of the facilities. The views expressed on our Social Media facilities by other users do not represent our views or values.

For the avoidance of doubt all of the other provisions of these Terms of Use, and any other terms of the operators of the Facebook, Twitter, Instagram and TripAdvisor websites, shall also apply to your use of our Social Media facilities except where the context otherwise requires.

## **5. Provision of Goods and Services**

These Terms of Use do not deal with the terms upon which we sell entrance tickets to The Fyne Den adventure attraction or our products. Please see our [Terms and Conditions](#) for such terms.

## **6. Trade Marks, Logos and Service Marks**

The trade marks, logos and service marks (collectively “the Trade Marks”) displayed on our website (whether registered or unregistered) are and shall remain the property of their respective owners. Nothing contained on our website shall be construed as granting any licence or right to use any Trade Mark displayed on our website without the prior written consent of the relevant Trade Mark owner other than as expressly set out in these Terms of

Use. Your misuse or infringement of any of the Trade Marks displayed on our website is strictly prohibited.

## **7. Copyright**

The copyright in each aspect of our website is owned by Cairndow Community Childcare or our content or technology providers. All content is protected by copyright and may not be used except as expressly provided in these Terms of Use without our prior written consent. We do not warrant or represent that your use of materials displayed on our website will not infringe the rights of any third party.

Except where otherwise stated expressly, you must not copy, adapt, download, exploit or otherwise use the information contained on our website in any way, other than for the purpose of enquiring about or requesting information relating to our tickets or products or downloading and temporarily storing one or more of the pages of our website for the purpose of viewing, for your personal use only, on a personal computer or terminal. For the avoidance of doubt you shall not be entitled to reproduce, permanently store, or retransmit any of the contents of our website without our prior written consent.

## **8. Viruses**

Whilst we try to keep our anti-virus software up-to-date we do not warrant that our website, its servers, downloadable files or e-mails which may be sent by us, are free from viruses or other harmful components.

You must not:

- introduce or attempt to introduce any virus or other contaminant to our website or any of its software or systems; or
- in any way attempt to access, alter, de-compile, reverse engineer, destroy or otherwise tamper with or interfere with the operation of any part of our website, its software or systems.

You acknowledge and agree that emails and Internet transmissions can never be guaranteed to be completely secure and that there is a risk that any message or information that you send to us by email or using the Internet may be intercepted and viewed by a third party. We shall not be liable for any emails or Internet transmissions that you send to us and any such emails or transmissions that you send to us shall be sent at your own risk.

## **9. Feedback and Complaints**

Any queries, feedback or comments you may have about our website should be submitted by emailing us at [info@thefyneden.com](mailto:info@thefyneden.com) or writing to The Fyne Den (the attraction), Cairndow, Argyll PA268BL

## **10. Privacy & Cookies Policy**

Any personal information we collect from you shall only be used in accordance with our Privacy & Cookies Policy, which forms part of these Terms of Use.

## **11. Connection and Charges**

You are responsible for obtaining an appropriate connection with a telecommunications provider in order to access our website and for paying the costs of all charges you incur in accessing and using our website.

## **12. General**

We may amend these Terms of Use from time to time. You are bound by any changes we

make to these Terms of Use with effect from the date of the change. You can view the current version of these Terms of Use at any time by clicking on the Terms of Use link on the homepage of our website.

If any of these Terms of Use are unenforceable it shall not affect the enforceability of the rest of them.

These Terms of Use shall be governed by and construed in accordance with the laws of Scotland and we and you agree to submit to the exclusive jurisdiction of the Courts of Scotland, save that nothing in these Terms of Use shall limit our right to bring proceedings against you in any other court of competent jurisdiction.