



Website and Associated Hallmaster Products Terms and Conditions 'Terms'

Please read these terms and conditions carefully. Together with our privacy policy, they govern our relationship with you in relation to this Website and associated Hallmaster products at ("Hallmaster"). If you have any questions about them or do not wish to accept them, please contact us at info@hallmaster.co.uk before using this Website or Hallmaster's associated products.

1. Information about us

This Website and associated Hallmaster products are operated by Cotness Associates, a Partnership whose registered address is Suite 7, Romany Works Business Park, Holton Heath, Poole, Dorset, BH16 6JL ("Hallmaster"). In these Terms "us", "we" or "our" means Hallmaster and "you" or "your" means the individual using our Website and associated Hallmaster products. You can contact us by e-mail at info@hallmaster.co.uk.

2. Terms governing your use of the Website

2.1

The following terms and conditions together with the separate privacy policy ("Terms") govern your use of Hallmaster products.

2.2

Your use of the Website indicates your acceptance of these Terms. If you do not agree to our Terms, you must not use the Website and associated Hallmaster products.

2.3

We reserve the right, at our discretion, to modify, add to or remove any of the Terms by updating this page at any time. You should check this page from time to time to review these terms and conditions to ensure you are happy with any changes. Your continued use of the Website and associated Hallmaster products following the updating of the Terms shall mean you accept those changes.

2.4

When you visit this Website, use associated Hallmaster products or send emails to us, you are communicating with us electronically and we will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

3. Hallmaster Licence granted to you

3.1

Hallmaster's Licence Agreement can be accessed from this link <http://www.hallmaster.co.uk/Hallmaster-Licence-Agreement.pdf>. This Licence Agreement forms part of these Terms & Conditions and you should read it carefully.

Hallmaster grants you a non-exclusive licence to use the Website and associated Hallmaster products upon the Terms.

BY REGISTERING, TRIALLING, PURCHASING, DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE MADE AVAILABLE BY HALLMASTER THROUGH THIS WEB SITE, YOU ACKNOWLEDGE (1) THAT YOU HAVE READ OUR TERMS & CONDITIONS, (2) THAT YOU UNDERSTAND THEM, (3) THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AND (4) TO THE EXTENT YOU ARE ENTERING INTO HALLMASTER'S LICENCE AGREEMENT ON BEHALF OF A COMPANY, COUNCIL OR ORGANISATION, YOU HAVE THE POWER AND AUTHORITY TO BIND THAT COMPANY, COUNCIL OR ORGANISATION.

3.2

Hallmaster may terminate this licence at any time if you are in breach of any of the Terms.

3.3

Licences for Venues in a Multi-Venue Licence are Co-Terminous. This means that if a new Hall or Venue is added part way through the current Licence, it will be charged for at the current rate for that Licence type and valid up until the anniversary of that Multi-Venue Licence.

4. Materials in this Website

4.1

This Website and associated Hallmaster products contain material which is owned by or licensed to Hallmaster. This material includes, but is not limited to, the design, layout, look, appearance, graphics and any documents on the Website and through associated Hallmaster products as well as any other content. It is protected by intellectual property laws including, but not limited to, copyright.

4.2

All trademarks reproduced in this Website and through associated Hallmaster products which are not the property of or licensed to Hallmaster are acknowledged on the Website and associated Hallmaster products.

4.3

You may view, use, download and store the material on this Website and associated Hallmaster products for personal and research use only. Commercial use is not permitted. The re-distribution, re-publication, or otherwise making available of the material on this Website and associated Hallmaster products to third parties is prohibited.

4.4

Unauthorised use of this Website and associated Hallmaster products may give rise to a claim for damages and/or be a criminal offence.

5. Accuracy of Information

5.1

The information in this Website and associated Hallmaster products is given in good faith and for general information and interest only. It is subject to change without notice. Hallmaster is not responsible for any inaccuracies and makes no representation and gives no warranty as to its accuracy.

5.2

The information in this Website and associated Hallmaster products should not be relied on and does not constitute any form of advice or recommendation. By using this Website and associated Hallmaster products you confirm that you have not relied on any such information. Any arrangements made between you and any third party named or referred to on the Website and associated Hallmaster products are entirely at your sole risk and responsibility. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this Website and associated Hallmaster products. Our liability to you as explained in clause 8 remains unaffected by this.

6. Linking

6.1

This Website may contain links to other Websites. Hallmaster accepts no responsibility or liability for the content of other Websites that are not under the strict control of Hallmaster. Any link is not intended to be, nor should be construed as, an endorsement of any kind by Hallmaster and associated Hallmaster

products of that other Websites. It is your responsibility to check the terms and conditions and privacy policy on any other Website which you visit.

6.2

You may not create a link to this Website from another website or document without our express written permission.

7. Contracting with us Online

7.1

Nothing on this Website and associated Hallmaster products are intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for those terms and conditions which govern the relationship between us in relation to your use of the Website and associated Hallmaster products.

7.2

If you make a contract with a third party who is named or referred to on this Website or associated Hallmaster products, it is your responsibility to ensure that you are happy with that contract and to take legal advice if necessary.

8. Liability

8.1

The Terms do not exclude Hallmaster's liability (if any) to you for personal injury or death resulting from Hallmaster's negligence, for fraud or for any matter in respect of which it would be illegal for Hallmaster to exclude or to attempt to exclude its liability.

8.2

Hallmaster does not guarantee that this Website and associated Hallmaster products will be compatible with all hardware and software which you may use.

8.3

WE ARE ONLY LIABLE TO YOU FOR LOSSES WHICH YOU SUFFER AS A RESULT OF A BREACH OF THESE TERMS AND CONDITIONS BY US. WE ARE NOT RESPONSIBLE TO YOU FOR ANY LOSSES WHICH YOU MAY INCUR WHICH WERE NOT A FORESEEABLE CONSEQUENCE OF OUR BREACHING THESE TERMS AND CONDITIONS, FOR EXAMPLE IF YOU AND WE COULD NOT HAVE CONTEMPLATED THOSE LOSSES BEFORE OR WHEN YOU ACCESSED THIS WEBSITE OR

ASSOCIATED HALLMASTER PRODUCTS. OUR LIABILITY TO YOU SHALL NOT IN ANY CIRCUMSTANCES INCLUDE LOSSES RELATING TO ANY BUSINESS, INCLUDING BUT NOT LIMITED TO LOST DATA, LOST PROFITS OR BUSINESS INTERRUPTION.

9. Privacy

9.1

Hallmaster's privacy policy can be accessed from this link <http://hallmaster.co.uk/Hallmaster-Privacy-Policy.pdf>. This privacy policy forms part of these Terms and you should read it carefully.

9.2

Hallmaster's Cookie policy can be accessed from this link <http://hallmaster.co.uk/Hallmaster-Privacy-Policy.pdf>. This privacy policy forms part of these Terms and you should read it carefully.

10. Complete Agreement

10.1

These Terms (including the privacy policy referred to in clause 9) contain all the terms which You and Hallmaster have relied on and agreed to in relation to the use of the Website and associated Hallmaster products

11. Jurisdiction and acceptance of these terms and conditions

11.1

This Website is controlled and operated by Hallmaster from its offices in England. The formation, existence, construction, performance, validity in all aspects whatsoever of these Terms or any dispute in relation to the services or the materials contained in this Website shall be governed by English law. The English and Welsh courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these Terms.