



Terms & Conditions

Bridlington Tourism Association

Access to and use of the Bridlington Tourism Association website (the 'Website') is provided by Bridlington Tourism Association to you (the 'User') subject to the following Terms and Conditions (the 'Terms and Conditions'). In using this site the User indicates his agreement to be bound by these Terms and Conditions. In agreeing to be bound by the Terms and Conditions, the User agrees to be bound by the Terms and Conditions of the other documents referred to and incorporated into these Terms and Conditions, and the expression 'Terms and Conditions' shall be deemed to include these other materials.

Changes to the website

The User acknowledges and accepts that Bridlington Tourism Association may from time to time alter any aspect of the Website, or any of the services or products provided through the Website, as it thinks fit and without notice to the User. Further, Bridlington Tourism Association may alter the Terms and Conditions at any time without notice. The User accepts that it will have no claim for breach of contract or otherwise in respect of any such alteration.

Emails you may receive

Bridlington Tourism Association complies with the Data Protection Act 1998 and subsequent regulations including the Privacy and Electronic Communications Regulations. You will retain the right to opt-out of future correspondence at any point.

We will not pass your details onto third parties.

Our recipient lists are stored by MailChimp.

MailChimp – all data is stored on a secure server in the USA for the purposes of email newsletter distribution. Under the terms of their Private Policy, they endeavour not to, under any circumstances, contact people on our lists, market to people on our lists, sell our lists, or share our lists with any other party, except as required by law or, regarding contacting, except in response to a complaint or other communication directly from an individual on one of our lists. If you would prefer that your data is not stored in this manner, you have the right to opt out from further communications at any point."

User Conduct

The User warrants that in its use of the Website it shall:

(a) use the Website only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use of the Website by any third party;

(b) not engage in any conduct which is unlawful, or which may harass or cause distress or inconvenience to any person;

(c) without prejudice to the generality of paragraph (b) above, not upload, post, transmit or distribute any material or information in which the User does not own the intellectual property rights, or any material which is in any way unlawful or which is potentially harmful, threatening, abusive, libellous, pornographic or otherwise obscene, or racially or ethnically or otherwise objectionable; and

(d) not upload, post, transmit or distribute any material or information which contains a computer virus, or other code, files or programs intended or having for effect to disrupt or otherwise adversely affect the operation of the Website or of other Users' computer systems. Bridlington Tourism Association shall be entitled to remove any material or restrict or terminate your access to the Website in the event that any of the above warranties are breached.

Disclaimer

The contents of the Website (the 'Contents') are provided to the User by way of general background information only. The User should not rely on the accuracy of any part of the Contents.

The User accepts and acknowledges that Bridlington Tourism Association, its officers, employees, agents, representatives of any sort, and advisers shall not in any way be liable for any damage, loss, costs or expenses arising directly or indirectly from the User's downloading of any of the Contents from the Web Site, or its reliance on or use of any of the Contents for any purpose.

Without prejudice to the foregoing generality, Bridlington Tourism Association hereby excludes, insofar as permitted by law, all warranties and representations, express or implied, in respect of any of the Contents, including but not limited to any information, names, images, pictures, logos and icons forming part of them, including but not limited to warranties of satisfactory quality, fitness for a particular purpose, non-infringement of third party rights or any law, compatibility, security and accuracy.

Hypertext links

The Website and its Contents may incorporate links to the websites and services of third parties. Such links are provided for the User's convenience only, and their provision does not constitute an authorisation by Bridlington Tourism Association to the User to access such third-party websites, nor an endorsement of the content of such third party websites by Bridlington Tourism Association.

The User acknowledges and accepts that Bridlington Tourism Association is not, and shall not be held responsible for any damages, loss, costs or expenses arising from the use of such third party web sites, or products or services available through such third party web sites.

Copyright

Except where expressly indicated otherwise, copyright in all of the Contents of the Website belongs to Bridlington Tourism Association or its third party licensors.

Notwithstanding the foregoing, Bridlington Tourism Association hereby authorises you as a User to:-

- (a) view and display the Contents;
- (b) download the Contents and store them in your computer (for example in the browser's cache) for a period not exceeding thirty days, provided that the User also downloads this copyright notice; and
- (c) print out the Contents, provided that the User also prints an acknowledgement in the form set out below and attaches it to any printed copy of any of the Contents.

Trade marks

The names and logos identifying the Website and Bridlington Tourism Association and its products and services are either:

(a) proprietary marks of Bridlington Tourism Association or (b) marks which Bridlington Tourism Association is licensed to use, and nothing in these Terms and Conditions shall confer on the User any licence of any such mark or of any other intellectual property right of Bridlington Tourism Association (subject always to the above provisions relating to copyright).

Termination

Bridlington Tourism Association reserves the right to terminate forthwith, or to refuse to permit, the use of the Website by any User, at any time and at Bridlington Tourism Association absolute discretion.

General

These Terms and Conditions shall be deemed to include any other policies contained on the Website from time to time, including but not limited to rules relating to the data protection policy of Bridlington Tourism Association, as set out in the 'Privacy Policy'.

These Terms and Conditions, the Privacy Policy and any other specific terms of use appearing anywhere on the Website constitute the entire agreement of the parties in relation the use of this site, and the Terms and Conditions supersede any other agreements between the parties in this matter.

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction in which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and Conditions and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

The rights of Bridlington Tourism Association and the User under these Terms and Conditions may be exercised as often as necessary. They are cumulative and not exclusive of either party's rights under the general law, and may be waived only in writing. Delay in exercising or non-exercise of any right is not a waiver of that right.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England. Any disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England.

Non-acceptance of the terms and conditions

If you do not accept these terms and conditions in full, you do not have permission to access the Contents of the Website and therefore should cease using the Website immediately.