

WEBSITE DISCLAIMER – AREA-LA.COM

1. Introduction

- 1.1 This disclaimer shall govern your use of our website.
- 1.2 By using our website, you accept this disclaimer in full; accordingly, if you disagree with this disclaimer or any part of this disclaimer, you must not use our website.
- 1.3 Our website does not use cookies.

2. Credit

- 2.1 This document was created using a template from [SEQ Legal](http://www.seqlegal.com) (<http://www.seqlegal.com>).

3. Copyright notice

- 3.1 Copyright (c) 2015, AREA Landscape Architects Limited.
- 3.2 Subject to the express provisions of this disclaimer:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. Licence to use website

- 4.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser; and
 - (c) print pages from our website,subject to the other provisions of this disclaimer.
- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of this disclaimer, you must not download any material from our website or save any such material to your computer.
- 4.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 4.4 Unless you own or control the relevant rights in the material, you must not:
 - (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;

- (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 4.5 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. Acceptable use

5.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; and/or
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

5.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

6. Limited warranties

6.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

6.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in this disclaimer, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

6.3 To the maximum extent permitted by applicable law and subject to Section 7.1, we exclude all representations and warranties relating to the subject matter of this disclaimer, our website and the use of our website.

7. Limitations and exclusions of liability

7.1 Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

7.2 The limitations and exclusions of liability set out in this Section 7 and elsewhere in this disclaimer:

- (a) are subject to Section 7.1; and
- (b) govern all liabilities arising under the disclaimer or relating to the subject matter of the disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the disclaimer.

7.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

7.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

7.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

7.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

7.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

7.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or this disclaimer (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

8. Variation

8.1 We may revise this disclaimer from time to time.

8.2 The revised disclaimer shall apply to the use of our website from the time of publication of the revised disclaimer on the website.

9. Severability

- 9.1 If a provision of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 9.2 If any unlawful and/or unenforceable provision of this disclaimer would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

10. Law and jurisdiction

- 10.1 This disclaimer shall be governed by and construed in accordance with English law.
- 10.2 Any disputes relating to this disclaimer shall be subject to the exclusive non-jurisdiction of the courts of England.

11. Statutory and regulatory disclosures

- 11.1 We are a Landscape Institute registered practice of Chartered Landscape Architects.
- 11.2 Our VAT number is 902 0509 72.

12. Our details

- 12.1 This website is owned and operated by AREA Landscape Architects Limited.
- 12.2 We are registered in England and Wales under registration number 05842316, and our registered office is at Blackhouse Studio, Pin Mill, Ipswich, IP9 1JN.
- 12.3 You can contact us by writing to the business address given above, by using our website contact form, by email to office@area-la.com.

PRIVACY POLICY

1. Introduction

- 1.1 We are committed to safeguarding the privacy of our website visitors; in this policy we explain how we will treat your personal information.

2. Credit

- 2.1 This document was created using a template from SEQ Legal (<http://www.seqlegal.com>).

3. Collecting personal information

We may collect, store and use the following kinds of personal information:

- (a) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (including your name and email address);
- (b) information that you post to our website for publication on the internet (including your user name, your profile pictures and the content of your posts);
- (c) information contained in or relating to any communication that you send to us or send through our website (including the communication content and metadata associated with the communication);and
- (d) any other personal information that you choose to send to us.

4. Using personal information

- 4.1 Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website.

- 4.2 We may use your personal information to:

- (a) send you non-marketing commercial communications;
- (b) send you email notifications that you have specifically requested;
- (c) send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
- (d) send you marketing communications relating to our business which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);and
- (e) provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);

- 4.3 If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the licence you grant to us.

- 4.4 Your privacy settings can be used to limit the publication of your information on our website, and can be adjusted using privacy controls on the website.

- 4.5 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.

5. Disclosing personal information

- 5.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.
- 5.2 We may disclose your personal information to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes set out in this policy.
- 5.3 We may disclose your personal information:
- (a) to the extent that we are required to do so by law;
 - (b) in connection with any ongoing or prospective legal proceedings; and
 - (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).
- 5.4 Except as provided in this policy, we will not provide your personal information to third parties.

6. International data transfers

- 6.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.
- 6.2 Personal information that you publish on our website or submit for publication on our website may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.
- 6.4 You expressly agree to the transfers of personal information described in this Section 6.

7. Retaining personal information

- 7.1 This Section 7 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.
- 7.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 7.3 Notwithstanding the other provisions of this Section 7, we will retain documents (including electronic documents) containing personal data:
- (a) to the extent that we are required to do so by law;
 - (b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
 - (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

8. Security of personal information

- 8.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.
- 8.2 We will store all the personal information you provide on our secure (password- and firewall-protected) servers.
- 8.3 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

9. Amendments

- 9.1 We may update this policy from time to time by publishing a new version on our website.
- 9.2 You should check this page occasionally to ensure you are happy with any changes to this policy.
- 9.3 We may notify you of changes to this policy.

10. Your rights

- 10.1 You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:
 - (a) the payment of a fee (currently fixed at GBP 10); and
 - (b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).
- 10.2 We may withhold personal information that you request to the extent permitted by law.
- 10.3 You may instruct us at any time not to process your personal information for marketing purposes.
- 10.4 In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

11. Third party websites

- 11.1 Our website includes hyperlinks to, and details of, third party websites.
- 11.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

12. Updating information

- 12.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

13. Cookies

- 13.1 Our website does not use cookies.

14. Data protection registration

14.1 We are not required to be registered as a data controller with the UK Information Commissioner's Office.

15. Our details

15.1 This website is owned and operated by AREA Landscape Architects Limited.

15.2 We are registered in England and Wales under registration number 05842316, and our registered office is at Blackhouse Studio, Pin Mill, Ipswich, IP9 1JN.

15.3 You can contact us by writing to the business address given above, by using our website contact form, by email to office@area-la.com.