

## **TERMS & CONDITIONS**

This Website ("the Website") operated by Seagull Trust Cruises is a Scottish Charity (Number SC027163) incorporated in Scotland [as a company limited by guarantee] (Company Number SC179736). Registered Office: 2a St Vincent Street, Edinburgh EH3 6SH. The site is offered to you, the user, conditionally on your acceptance without modification of these Terms of Use. If you do not agree to these terms of use, please leave the Website immediately, and do not visit, or use the Website.

### **1. Intellectual Property Rights**

1.1 The intellectual property rights (including, but not limited to, copyright, registered designs, trade marks, downloads and database rights) in the contents, information and computer files comprising the Website, or found at the Website, from time to time ("the Contents") are owned by, or are licensed to, Seagull Trust Cruises. Nothing in these terms of use transfers to you any rights of ownership of such intellectual property rights, or constitutes a licence to use such intellectual property rights other than to the extent expressly set out in these terms of use.

1.2 You may copy the Contents for your personal and non-commercial use, as long as you do not remove any product identification, copyright notices or other notices from the Contents, or any copies of them, which you make.

1.3 You may not copy, modify, distribute, display, perform, create derivative works from, transfer or sell any information, products or services obtained from Seagull Trust Cruises whether printed, audio, visual, radio, electronic, email forwarding, TV, satellite, digital transmission, scanned, Website re-cycled or any other form of material for any commercial purpose, except where agreement is expressly given by Seagull Trust Cruises.

1.4 The Website and the Contents may contain/display: (i) trade marks that are not owned by Seagull Trust Cruises; (ii) devices or logos that are protected by copyrights that are not owned by Seagull Trust Cruises (together "Third Party Marks") Notwithstanding Clause 1.1 Seagull Trust Cruises does not make any claim of ownership in relation to any Third Party Marks. Use of a Third Party Mark in the Website, the Contents, does not constitute endorsement of the relevant owner of such Third Party Mark.

1.5 All rights not expressly granted are reserved by Seagull Trust Cruises.

1.6 As a condition of this Website, you warrant to Seagull Trust Cruises that you will not use this Website for any purpose that is unlawful or prohibited by these Terms of Use

1.7 Any information found on this Website is intended for guidance only. Seagull Trust Cruises cannot be held accountable for any information that is found to be incorrect at a later date.

## **2. Websites Links**

2.1 Seagull Trust Cruises may provide links from time to time from the Website to World Wide Web sites operated by third parties ("Third Party Websites"). Links to Third Party Websites are provided for your convenience and reference only. Seagull Trust Cruises is not responsible for the management and control of Third Party Websites and does not necessarily endorse, support or recommend the views expressed in such Third Party Websites.

2.2 Seagull Trust Cruises is not responsible for the contents of other World Wide Web sites or pages, which provide a link to the Website. Seagull Trust Cruises shall have no liability in respect of such other World Wide Web Websites, or pages.

## **3. Website Performance & Computer Viruses**

3.1 Seagull Trust Cruises reserves the right at any time and without further notice, to change the Website and the Contents and/or the terms of use, which apply to the use of the Website.

3.2 Seagull Trust Cruises excludes to the fullest extent permitted by applicable law all liability resulting from access to and/or use of the Website or the Contents or third party Websites (in each case).

3.3 Seagull Trust Cruises does not warrant that the operation of, and access to, the Website, the Contents and/or third party Websites shall be error free or uninterrupted or that any errors in relation to the same shall be corrected.

3.4 The Website and the Contents are provided on an "as is" basis and Seagull Trust Cruises excludes to the fullest extent permitted by applicable law: - (i) all implied warranties, implied undertakings, implied representations, and/or implied conditions relating to the Website, the

Contents, and/or third party Websites; and (ii) all liability resulting from access and/or use of the Website, the Contents, and/or third party Websites.

3.5 No reliance should be made on any of the statements made within the Website (other than these terms of use and Seagull Trust Cruises privacy policy (as set out in Clause 5), the Contents, and/or third party Websites. Seagull Trust Cruises excludes to the fullest extent permitted by law all liability resulting from any such reliance.

3.6 Seagull Trust Cruises shall have no liability to you for any indirect loss, special loss, incidental loss, consequential loss or damage, loss of profits, loss of contracts, loss of customers, loss of business opportunities, loss of employees, loss of data, loss of goodwill, loss of revenue, loss resulting from a work stoppage, and/or losses from a failure to realise anticipated savings, (in each case) to the extent arising from your access to use of, or your inability to access and/or use, the Website, the Contents, and/or third party Websites.

3.7 Seagull Trust Cruises will use reasonable endeavours to ensure that the Website and/or the Contents do not contain or spread any viruses or other malicious code.

3.8 Seagull Trust Cruises excludes to the fullest extent permitted by applicable law all liability in connection with any damage or loss caused by computer viruses or other malicious code originating, or contracted, from the Website, the Contents, and/or any third party Websites.

#### **4. Indemnity Clause**

You hereby indemnify Seagull Trust Cruises on demand against all loss, damage, liability and/or expense (including, but not limited to reasonable legal costs and disbursements) incurred or suffered by Seagull Trust Cruises to the extent arising from either: (i) your breach of these terms of use; (ii) your use of the Website and the Contents. The foregoing provisions of this Clause 4 shall not apply to the extent any such loss, damage, liability or expense arises as a result of Seagull Trust Cruises breach of these Terms of Use.

#### **5. Privacy Policy & Data Protection Act**

At Seagull Trust Cruises, we are highly mindful of the need to respect your personal information. We appreciate that when you provide information to us, we have a duty of care to manage and control your personal information in an appropriate manner and with the very

highest levels of integrity. The Data Protection Act 1998 (the "DPA") sets out strict standards and security procedures in relation to the processing and storage of "personal data" (i.e. information about you) to ensure no unauthorised access is allowed. One of these standards is the requirement for the Seagull Trust Cruises Limited (as "data controller") to inform you how your personal data will be held and used. This policy outlines what we do with the information provided by you.

Seagull Trust Cruises Limited is the sole owner of the information collected from [www.seagulltrustcruises.co.uk](http://www.seagulltrustcruises.co.uk).

## **6. Applicable Law**

6.1 The Website originates from, and is maintained in, the United Kingdom. Seagull Trust Cruises makes no representations regarding the legality of access to or use of the Website and the Contents from/in other countries. Any export or use of the Contents by you must be in compliance with all UK export laws and regulations in effect at the time of such export or use, and is limited as described above in Clause 1 (Intellectual Property Rights) of these Terms of Use.

6.2 If you are accessing the Website from outside the United Kingdom then you do so at your own risk. You are responsible for compliance with any applicable laws of the country from which you are accessing the Website.

6.3 These terms of use shall be governed by and construed in accordance with the laws of Scotland. The Scottish courts shall determine any disputes relating to your access to and use of the Website.

## **7. Severability**

If any court of competent jurisdiction finds any provision of these terms of use to be void or unenforceable for any reason, such provision shall be ineffective to the extent of the courts finding without affecting the validity and enforceability of any remaining provisions. If you have any questions about the terms of use please use the contact us section of this website.