

THE CITY PLACE APARTMENTS LIMITED WEBSITE TERMS OF USE

1 INTRODUCTION

- 1.1** Your access to and use of the website at www.thecityplace.co.uk (the "Website") is subject to a number of important terms and conditions ("Terms of Use"), which are set out in full below.
- 1.2** Any reference to "we", "our" or "us" in these Terms of Use shall mean The City Place Apartments Limited, a private company registered in England and Wales (Company Number 07833671) whose registered office is at Bath Brewery, Toll Bridge Road, Bath BA1 7DE. References to "you" or "your" are references to the user of the Website.
- 1.3** You should read these Terms of Use carefully and make sure you understand them before you begin using the Website. You may wish to print a copy of these Terms of Use for future reference. By using the Website, you agree to be legally bound by the Terms of Use, which shall take effect from your first use of the Website.
- 1.4** If you do not agree to be legally bound by these Terms of Use then you should not access or use the Website.

2 CHANGES TO TERMS OF USE

We are continually seeking to update and improve the Website. We may therefore make changes to the Website and these Terms of Use at any time. You will be legally bound by the updated or amended terms from the first time that you use the Website after we post the new Terms of Use online.

3 INFORMATION SUPPLIED BY YOU

You may choose to supply us with personal information during your visit to the Website. You agree that we may collect, store, use and transfer such information in accordance with our Privacy Policy, which is incorporated into these Terms of Use and set out at www.thecityplace.co.uk/privacypolicy.pdf

4 BOOKINGS

Bookings of apartments made via the Website are governed by our Booking Terms and Conditions, which are incorporated into these Terms of Use, and a copy of which shall be sent to you at the time of booking.

5 CONTENT

- 5.1** The Website is available in English only.
- 5.2** You may copy, download and print off information, brochures and other publicly available content on the Website for your personal, non-commercial use only.
- 5.3** You must not modify any materials you have printed or downloaded in any way, and you must not use any photographs, videos or other graphics separately from any accompanying text.
- 5.4** The copyright and any registered or unregistered rights in trade marks, trade names and logos (including the "The City Place" logo) are exclusively owned by us or licensed to us by our third party suppliers and contributors. All rights are reserved and acknowledged. You may not use our trade marks, trade names and logos in any way without our prior written approval.



6 CONDUCT

- 6.1** You are responsible for ensuring that your use of the Website is lawful under the laws of any country in which you access it.
- 6.2** You must not:
- (a)** use the Website to harvest personal information about others;
 - (b)** use the Website to defame, threaten, harass, abuse or otherwise violate the rights of others;
 - (c)** impersonate anyone else, provide inaccurate personal information, or do anything that has any unlawful or fraudulent purpose or effect when using the Website;
 - (d)** interfere with the smooth running of the Website;
 - (e)** transmit any viruses or other harmful code, spyware or malware or interfere with the systems supporting the Website.
- 6.3** We cannot guarantee that you will not be exposed to such behaviour during your use of the Website. If you encounter such behaviour, please report it to info@thecityplace.co.uk.

7 THIRD PARTY WEBSITES

We do not monitor the content of third party websites and any link provided on the Website is solely for your convenience. We cannot therefore accept any responsibility for any third party website. You are responsible for checking and complying with the terms applicable to your use of a third party's website.

8 RESPONSIBILITY

- 8.1** The extent of our responsibility to you has been determined in the context of the following:
- (a)** access to the Website is provided free-of-charge;
 - (b)** you should not rely on our content, as it has not been independently checked or verified;
 - (c)** it is your responsibility to determine the suitability of our Website content for any particular purpose to which you wish to put it;
 - (d)** it is your responsibility to ensure that your hardware and software is enabled with appropriate up-to-date virus checking software before you access or use the Website.
- 8.2** Whilst we will endeavour to ensure that the Website is available to you and that content for which we are responsible is accurate, we cannot make any legal commitment or representation to you that the Website will be available at any particular time or that its content will be of any particular quality, accuracy or fit for any particular purpose. In particular, we cannot guarantee that customers will not find differences between the descriptions and images of our apartments on the Website and the apartments themselves. All express or implied warranties in relation to the Website are hereby excluded to the fullest extent permitted by law.
- 8.3** Subject to paragraph 8.6, we do not accept any liability to you for any of the following types of loss which you may suffer as a result of your use of the Website:
- (a)** loss which was not reasonably foreseeable to you and us when you first accessed the Website;
 - (b)** any business loss you may suffer, including loss of revenue, profits or anticipated savings (whether these losses are a direct or indirect result of our default);
 - (c)** loss which you suffer other than as a result of our failure to comply with these Terms of Use or our negligence or breach of statutory duty.



- 8.4** We do not give any commitment that the Website or any content on the Website will be available uninterrupted or error free, that defects will be corrected or that the Website or its supporting systems are free of viruses or bugs.
- 8.5** We do not accept any liability to you if the Website fails, or is interrupted or delayed in the performance of any obligation due to:
 - (a)** the non-availability or failure of any telecommunications or computer services, systems, equipment or software operated by us, you or any third party;
 - (b)** any other event not reasonably within our control.
- 8.6** Nothing in these Terms of Use shall exclude or limit our liability for death or personal injury arising from our negligence, fraud or fraudulent misrepresentation.

9 REMEDIES

- 9.1** We reserve the right to temporarily or permanently suspend your access to the Website at any time and for any reason.
- 9.2** We may terminate the agreement made with you under these Terms of Use and suspend or terminate your access to the Website without notice if you breach any of these Terms of Use.

10 GENERAL

- 10.1** These Terms of Use are governed by and construed in accordance with English law and any dispute (including non-contractual disputes) arising from them shall be subject to the exclusive jurisdiction of the English courts, save that we shall have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.
- 10.2** For all enquiries, comments, feedback or further information regarding the Website please contact info@thecityplace.co.uk.

