# **Terms & Conditions**

Your use of the Bridgemill Co website is subject to these terms and by using the Site you show your agreement to such terms. If you do not accept our terms, please do not use the website.

### Ownership of website

This website belongs to Bridgemill Co, Bridgemill, Girvan, KA26 9JE

#### **Headings**

Headings used in these terms and conditions are for convenience only and shall not affect their interpretation.

#### **Trademarks**

The images, logos and names on this website which identify Bridgemill Co or third parties and their products and services are proprietary marks of Bridgemill Co and/or the relevant third parties. Nothing contained in this Website shall be deemed to confer on any person any license or right on the part of Bridgemill Co or any third party with respect to any such image, logo or name.

#### **Alterations**

Bridgemill Co reserves the right, at any time and without prior notice, to remove or cease to supply any product or service contained on this website. In the event that such removal takes place we shall not be liable to you in any way whatsoever for such removal.

### **Phone Calls and Emails**

Telephone calls using the telephone numbers provided on this website and email correspondence with Bridgemill Co at the email addresses accessible through, or discernible from, this website may be recorded or monitored. By using such communication methods you are consenting to the recording or monitoring of the same.

### **Commercial use**

This website is for non-commercial, personal use only. The services contained on this website may be supplied on a commercial basis on payment to Bridgemill Co or its service or product suppliers of its charges from time to time. Please contact us on **Tel:** 01465 710700

| Email:bookings@bridgemill.co

In the event that you use any of the services contained on this Website for commercial use, Bridgemill Co shall be entitled to charge you at its applicable rates in respect of such commercial use.

# Copyright

The copyright in the material contained in this website belongs to Bridgemill Co or its licensed source.

The products and technology or processes described in this website may be subject to other intellectual property rights reserved by Bridgemill Co or by other third parties with no license granted in respect of those intellectual property rights); images on this website are protected by copyright as its text by IPR and may not be reproduced or appropriated in any manner without the written permission of their respective owner(s).

## **Changes to Terms and Records of Agreements**

We reserve the right to change these terms and conditions at any time by posting changes on the website. It is your responsibility to review the website terms and conditions to ensure you are aware of the latest terms and conditions. Your use of this website after a change has been posted will be deemed to signify your acceptance of the modified terms and conditions. We recommend that you print off and retain for your records a copy of these terms and conditions from time to time and a copy of any terms and conditions relating to any product or service which you apply for online, together with any related application form completed and submitted.

Any amendment to terms and conditions must be agreed in writing by us, or, if appropriate, by the relevant company or individual supplier with whom you contract.

#### **Disclaimers**

Whilst Bridgemill Co has taken due care and attention in the preparation of the contents of this website, this website and the information, names, images, pictures, logos, icons regarding or relating to Bridgemill Co or our products and services marketed on the site (or to third party products and services), are provided on an 'as is' basis without any representation or endorsement being made and without any warranty of any kind, whether express or implied, including but not limited to, any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, all such terms and warranties are hereby excluded. In no event will Bridgemill Co be liable, whether in contract or tort (including negligence or breach of statutory duty) or otherwise for any losses sustained and arising out of or in connection with use of this Website including, without limitation, loss of profits, loss of data or loss of goodwill (in all these cases whether direct or indirect) nor any indirect, economic, consequential or special loss.

Bridgemill Co does not represent that the information contained in this website is accurate, comprehensive, verified or complete, and shall accept no liability for the accuracy or completeness of the information contained in this Website or for any reliance placed by any person on the information.

Bridgemill Co does not warrant that the functions or materials accessible from or contained in this website will be uninterrupted or error free, that defects will be corrected or that this website or the server that makes it

available are virus or bug free or represent the full functionality, accuracy, reliability of the materials.

If any of these Terms and Conditions (or any terms and conditions relating to a product or service referred to in this Web Site) should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which such terms and conditions are intended to be effective, then to the extent of such illegality, invalidity or unenforceability, and in relation to such state or country only, such terms or condition shall be deleted and severed from the rest of the relevant terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable. Nothing in these terms and conditions shall exclude Bridgemill Co liability for death or personal injury resulting from negligence of Bridgemill Co.

# **Intellectual Property Rights**

All Intellectual Property Rights (including, without limitation, all database rights, rights in designs, rights in know-how, patents and rights in inventions (in all cases whether registered or unregistered and including all rights to apply for registration) and all other intellectual or industrial property rights in any jurisdiction) in any information, content, materials, data or processes contained in or to this Website belong to Bridgemill Co or its licensed source. All rights of Bridgemill Co in such Intellectual Property Rights are hereby reserved.

# Jurisdiction and Law

Bridgemill Co makes no representation that any product or service referred to on or through the website is appropriate for use, or available in other locations. The information and other materials contained in this website may not satisfy the laws of any other country and those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.

These terms and conditions and any terms and conditions relating to products or services described in this website shall be governed by and construed in accordance with the law of Scotland. Disputes arising in relation to the same shall, unless otherwise expressly agreed, be subject to the exclusive jurisdiction of the courts of Scotland.

## **Links to other Web Sites**

Certain (hypertext) links, advertisements or suppliers promotion will lead you to websites that are not under the control of Bridgemill Co. When you activate any of these links, you will leave Bridgemill Co Website by opening a new window and we have no control over and will accept no responsibility or liability in respect of the material on any such other website. By allowing links with third party websites Bridgemill Co does not intend to solicit business or offer any security to any person in any country, directly or indirectly.

#### Force Majeure

Every effort will be made to carry out the contract but its due performance is subject to cancellation by Bridgemill Co or to such variation as we may find necessary as a result of inability to secure labour, materials or supplies or as a result of any act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation, or other cause (whether of the foregoing class or not) beyond the sellers control.

#### **Property Damage**

Bridgemill Co reserves the right to deduct for any damage or missing items that incurred during your stay.