

# Terms & Condition's

[www.heathlandbeach.co.uk](http://www.heathlandbeach.co.uk) ("the site / our site / site") is owned and maintained by Countrywide Park Homes.

Countrywide Park Homes provide the site subject to the user's compliance with the terms and conditions stated below.

PLEASE READ THIS BEFORE ACCESSING THE SITE. BY ACCESSING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS OR USE THE SITE.

## Rules

While visiting the site, you may not:

Post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise use the site in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the site or the Internet.

Post or transmit any information or software, which contains a virus, trojan horse, worm or other harmful or disruptive component.

Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Site which is protected by copyright, or other intellectual property right, or derivative works with respect hereto, without obtaining permission of the copyright owner or right holder.

## Monitoring

Countrywide Park Homes has no obligation to monitor the Site. However, you agree that Countrywide Park Homes has the right to monitor the Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the site properly, or to protect itself or its users.

Countrywide Park Homes will not intentionally monitor or disclose any private electronic-mail message unless required by law. Countrywide Park Homes reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

## Privacy

Countrywide Park Homes cannot ensure or guarantee privacy for Countrywide Park Homes users. It is therefore recommended that this service not be used for the transmission of confidential information. Any such use shall be at the sole risk of the user, and Countrywide Park Homes and its affiliates, suppliers and related companies shall be relieved of all liability in connection therewith.

## Limitation of Liability

Countrywide Park Homes takes no responsibility for the accuracy or validity of any claims or statements contained in the documents and related graphics on the Site. Further, Countrywide Park Homes makes no representations about the suitability of any of the information contained in documents and related graphics on the Site for any purpose. All such documents and related graphics are provided without warranty of any kind. In no event shall Countrywide Park Homes or its suppliers or affiliates be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of information available from the service.

#### **Recourse**

If you are dissatisfied with the Site or with any terms, conditions, rules, policies, guidelines, or practices of Countrywide Park Homes in operating the Site, your sole and exclusive remedy is to discontinue using the Site.

#### **Confidential Information**

You authorise Countrywide Park Homes to collect from any party and to retain all relevant information relating to your use of the Site, and you hereby authorise any party to provide us with such information.

#### **Indemnity**

You agree to defend, indemnify and hold Countrywide Park Homes and its affiliates, suppliers and related companies harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any violation of this Agreement by you or users of your account, or in connection with the use of the Site or the Internet or the placement or transmission of any message, information, software or other materials on the Site or on the Internet by you or users of your account.

#### **Trademarks**

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#### **External sites**

Countrywide Park Homes is not responsible for the content of external internet sites.

#### **Miscellaneous**

This Agreement, including any and all documents referenced herein, constitute the entire agreement between Countrywide Park Homes and the user pertaining to the subject matter hereof. Countrywide Park Homes' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or right. If any of the provisions contained in this Agreement were determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. This Agreement shall be governed by and construed in accordance with the prevailing laws of the country from which you are accessing this site.