

## Terms and Conditions

These Terms and Conditions shall apply to Your use of the website located at [www.theskyclubhouse.com](http://www.theskyclubhouse.com), the ("Clubhouse Site").

By using the Clubhouse Site You agree to be bound by the terms and conditions set out below. If You do not wish to be bound by these terms and conditions, You should not use the Clubhouse Site.

We may change these Terms and Conditions from time to time and so you should check these regularly. Your use of the Clubhouse Site will be deemed an acceptance of the terms existing at that time.

As part of Our commitment to ensuring the Clubhouse Site is one You want to visit time and time again We welcome your comments on any of the policies or rules set out below. To contact Us please use the Feedback Form on the Clubhouse Site.

### 1. Definitions

"You" means you, the end user of the Clubhouse Site and "Your" shall be interpreted accordingly.

"We/Us" means Hestview Limited of 2 Wellington Place, Leeds, West Yorkshire LS1 4AP (except in sections 6 and 11) and "Our" shall be interpreted accordingly. "Clubhouse Site" shall have the meaning as set out above.

"User Information" means the personal details, which may be provided by You to Us via the Clubhouse Site.

"Users" means the users of the Clubhouse Site collectively and/or individually as the context admits. "Website" means a site on the World Wide Web.

### 2. Acceptable Use

You agree that any use by You of the Clubhouse Site shall be in accordance with the following conditions:

2.1 You will not post or transmit through the Clubhouse Site any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You

must not express opinions that are vulgar, crude, sexist, racist or otherwise offensive. Always treat other Users with respect.

2.2 You will not post or otherwise make available on the Clubhouse Site any material, which You do not own without the express permission of the owner of the material.

2.3 You will not copy, download, reproduce, republish, frame, broadcast, transmit in any manner whatsoever, any material on the Clubhouse Site except as is strictly necessary for Your own personal non-commercial home use.

2.4 You will abide by the specific rules of any competition or promotion that You participate in on or via the Clubhouse Site

2.5 You will not do anything that affects the operability or security of the Clubhouse Site or causes unreasonable inconvenience or offence or disruption to our staff.

2.6 You must not misuse our websites by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to: our websites; the servers on which our websites are stored; or any server computer or database connected to our websites or mobile and tablet applications. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them.

### **3. Third Party Websites**

3.1 You acknowledge and agree that We are not responsible for the availability of any third party Websites or material You access through the Clubhouse Site.

3.2 We do not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from such Websites or material.

3.3 Any dealings between You and any third party advertisers or merchants found on or via the Clubhouse Site, including payment for and delivery of products, services and any other terms, conditions, warranties or representations associated with such dealings, are made between You and the relevant advertiser or merchant. Therefore, We are not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings. Where You purchase goods or services directly from Us, section 11 of these terms and conditions will apply.

### **4. Intellectual Property**

4.1 All copyright, trademarks and all other intellectual property rights in all

material or content supplied as part of the Clubhouse Site shall remain at all times vested in Us or Our licensors. You are permitted to use this material or content only as expressly authorised in writing by Us or Our licensors. You will not, and You will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.

4.2 If You become aware of any such distribution or commercial exploitation, You agree to notify Us immediately.

4.3 You acknowledge that by posting materials on the Clubhouse Site You grant to Us and Our licensors and assign an irrevocable, perpetual, royalty free, worldwide licence to use the materials both within the Clubhouse Site and in any other manner. The licence extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.

## **5. Liability for information provided on the Clubhouse Site**

5.1 Material which is posted on any bulletin boards or chat forums is written by Users and We are not responsible for and do not endorse such material. We reserve the right to monitor the contributions made and may respond to or comment upon communications made by You and edit, refuse to post, or remove any content from the bulletin boards and chat forums in our absolute discretion. No failure to remove particular material constitutes an endorsement or acceptance of it by Us.

5.2 We will not be held responsible or liable for the content, accuracy, timing or reliability of any information or statements contained within the Clubhouse Site, or for statements, advice and/or opinions made or given by Users on the bulletin boards and chat forums (except as required by law). If You have any claim arising from the actions or statements of another User, You agree to pursue such a claim only against that User and not against Us.

5.3 We will endeavour to provide the Clubhouse Site using all reasonable care. Except as required by law, We will not be responsible or liable for the quality, accuracy or fitness for a particular purpose of the Clubhouse Site and do not promise that the material contained in the Clubhouse Site, or any of the functions contained in the Clubhouse Site or its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

5.4 We will be liable for any fraudulent misrepresentations We make and for any death or personal injury caused by Our negligence. To the extent permitted by law We will not be responsible or liable to You for any other loss or damage that You or any third party may suffer as a result of using or

in connection with Your use of the Clubhouse Site.

## **6. Privacy**

6.1 We shall comply with all applicable UK data protection legislation from time to time in place, in respect of any personal information relating to You gathered by Us.

6.2 You may be asked to input information about yourself on different pages of the Clubhouse Site. We will not use the information You provide to Us for any purpose that is not set out in Our Privacy Policy, other than as stated at each location where such information is requested.

6.3 Please use the Feedback form on the Clubhouse Site to notify Us of any changes to the information You have previously given or if You wish to withdraw Your consent to Our using Your User Information for the stated purposes or for any form of promotional contact.

6.4 In this Section 6 We means Hestview Limited and any company which (i) is controlled by Hestview Limited or (ii) which controls Hestview Limited and for this purpose "Control" means the power of a person to secure that the affairs of another are conducted in accordance with its wishes and Controlled shall be construed accordingly.

## **7. Safety**

7.1 We give Our ongoing commitment to ensuring through Our policy of safety that You can use the Clubhouse Site with confidence. When using the Clubhouse Site, in particular any bulletin boards or chat forums, You should always take the following precautions:

7.2 keep Your identity private. Do not give out Your full name, postal address, telephone number, e-mail address, the name of Your school, mother's maiden name or any other information (other than that specifically requested by Us), that could help someone discover Your actual identity;

7.3 never meet with someone You meet online.

7.4 do not reply to any messages that are hostile, rude or inappropriate, or in any way make You feel uncomfortable.

## **8. Termination**

We reserve the right to immediately terminate Your use of the Clubhouse Site if You breach or We have reasonable grounds to believe that You are likely to breach these terms and conditions or You otherwise engage in conduct which We determine in Our reasonable discretion to be unacceptable.

## **9. Feedback**

Should You wish to make any comments to Us about the Clubhouse Site or if You have any questions relating to the same please contact Us using the Feedback Form on the Clubhouse Site.

## **10. Customer Zone**

Section 10 applies to visitors to the log-in page section of [www.theskyclubhouse.com](http://www.theskyclubhouse.com) in addition to the terms and conditions which precede and follow this section. Attention is drawn in particular to paragraph 2 (acceptable use) and paragraph 5 (liability for information provided on the Clubhouse site) above.

### **10.1 Registration**

In order to participate in the Clubhouse, registration is required. You must also use a user name (your email address) and password. Only individuals invited by Us will be entitled to register as a User.

### **10.2 Password**

When choosing a password a minimum of 7 and a maximum of 25 characters including both alphanumeric characters and must be used without any spaces. It is advisable not to use obvious dictionary words e.g. password or consecutive numbers or letters or obvious personal information such as children's name, pet's names or date of birth. Password should not be the same as the username, name or email address and should not be re-used when choosing a new password. Each registered user is responsible for the security and proper use of their user name and password and must not disclose either. It is each registered user's responsibility to change their password immediately if they believe it has been compromised. It is also advisable to change these details frequently even if not considered compromised.

### **10.3 Termination or suspension**

We may suspend or terminate a User's customer account registration if these terms and conditions are breached, in particular paragraph 2 (acceptable use).

## **11. General**

### **11.1 Invalidity etc**

If any court or regulator decides that any provision of these terms and conditions is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms and conditions and the remainder of these terms and conditions shall continue to have full force and effect.

### **11.2 Governing Law**

These terms and conditions and the Clubhouse Site are governed by English law. The parties agree that any dispute shall be subject to the exclusive jurisdiction of the English courts.

### **11.3 Third Party Rights**

These terms and conditions apply between Us and Users. No other person is entitled to benefit under these Terms and Conditions. This does not affect Our right to transfer these Terms and Conditions under 12.4.

### **11.4 Transfer or Rights and Obligations**

11.4.1 We may wish to transfer our rights or obligations or sub-contract Our obligations under these Terms and Conditions to another legal entity. You agree that We may do so provided that this will not adversely affect the standard of service You receive under these Terms and Conditions. In the case of transfer only, after we notify You of the date on which we will transfer our rights and obligations under these Terms and Conditions to another legal entity, Your only right in connection with this agreement will be against the new legal entity and not against us.

11.4.2 You cannot transfer your rights under these Terms and Conditions to anyone else.

### **11.5 Waiver**

If you breach these Terms and Conditions and we take no action against You, this shall not constitute a waiver of any future breaches and we will still be entitled to use Our rights and remedies in any other situation where You breach these Terms and Conditions.