Terms and Conditions

This website is owned by Catherine Horwood of 6 Emerald House, 1c King Henry's Road, London, NW3 3QP (“us”, “we”).

By using our Website, you agree to be bound by the following terms and conditions, which form a contract between you and us. If you do not agree to these terms, your only recourse is to leave.

# Definitions

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| --- | --- |
| “Content” | means the text, images and videos that are encountered as part of your experience on our Website. It includes content Posted by you. |
| "Intellectual Property" | means intellectual property of every sort that is currently owned by us, whether or not registered or registrable, as well as all kinds coming into existence after today. It includes unregistered marks, designs, copyrights, and domain names together with all rights that are derived from those rights. |
| “our Website” | means the website at [www.gardeningwomen.com](http://www.gardeningwomen.com) and any other website or service owned or operated by us and which is designed to be accessed as part of the same experience. |
| "Post" | means place any Content on or into our Website by any means. |
| “Services” | means all of the services available from our Website, including use of our forum. |

# Interpretation

In this agreement unless the context otherwise requires:

* 1. A reference to a person includes a human individual, a corporate entity and any organisation that is managed or controlled as a unit.
  2. In the context of permission, “may not” in connection with an action of yours means “must not”.
  3. Any agreement by either party not to do or to omit to do something includes an obligation not to allow some other person to do or to omit to do that same thing.

# Basis of Contract

* 1. In entering into this contract you have not relied on any representation or information from any source except the explanation of the Services given on our Website.
  2. Subject to these terms and conditions, we agree to provide to you some or all of the Services described on our Website.
  3. So far as we allow use of our Intellectual Property, we grant a licence to you, limited to the terms set out in this agreement.
  4. We may change this agreement and/or the way we provide the Services, at any time. If we do, then the change will take effect when we update these terms on our Website.

# Your account

* 1. When you visit our Website, you accept responsibility for any action done by any person using your account.
  2. You should take all necessary steps to ensure that your password is kept confidential and secure. You should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
  3. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
  4. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may suspend or terminate your account.

# How we process your Content

* 1. Our privacy policy complies fully with the Data Protection Act 2018. It can be found at [link to privacy policy].
  2. If you Post Content to any public area of our Website it becomes available in the public domain. We have no control over who sees it or what anyone does with it.
  3. Even if access to your Content requires someone to be a member of the Website, the Content remains effectively in the public domain because someone has only to register and sign in to access it. You should therefore avoid Posting unnecessary confidential information.
  4. Posting Content does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
  5. You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
  6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
  7. Please notify us of any security breach or unauthorised use of your account.

# Restrictions on what you may Post to our Website

We invite you to Post Content to our Website in several ways and for different purposes. We have to regulate your use of our Website to protect our business and other users of our Website, and to comply with the law. These provisions apply to all users of our Website.

We do not undertake to moderate or check all Posted Content, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use our Website to Post, upload Content or undertake any activity that is or may:

* 1. be unlawful, or tend to incite another person to commit a crime
  2. consist in commercial, copyrighted audio, video or music files
  3. be obscene, offensive, threatening, violent, malicious or defamatory
  4. be sexually explicit or pornographic
  5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person
  6. give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business
  7. post Content on behalf of some other person, or impersonate another person
  8. request or collect passwords or other personal information from another user without his or her permission, nor Post any unnecessary personal information about yourself
  9. be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his or her commercial use
  10. facilitate the provision of unauthorised copies of another person's copyright work
  11. link to any of the material specified in this paragraph
  12. send age-inappropriate communications or Content to anyone under the age of 18

# Restricted content

In connection with the restrictions set out below, we may refuse or edit or remove Posted Content that does not comply with these terms.

In addition to the restrictions set out above, Posted Content must not contain:

* 1. hyperlinks, other than those specifically authorised by us
  2. words or repeated words that are irrelevant to the Content Posted
  3. the name, logo or trademark of any organisation unless you have permission to do so
  4. inaccurate, false, or misleading information

# Removal of offensive Content

* 1. We are under no obligation to monitor or record the activity of any user of our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
  2. If you are offended by any Content, the following procedure applies:
     1. your claim or complaint must be sent by email.
     2. we shall remove the offending Content as soon as we are reasonably able.
     3. after we receive notice of a claim or complaint, we shall investigate so far as we alone decide.
     4. we may re-instate the Content about which you have complained or not.
  3. In respect of any complaint made by you or any person on your behalf, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
  4. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

# Security of our Website

* 1. If you damage our Website, we will take legal action against you.
  2. You now agree that you will not, and will not allow any other person to:
     1. modify, copy, or cause damage or unintended effect to any portion of our Website, or any software used within it
     2. download any part of our Website, without our express written consent
     3. collect or use any information obtained from or about our Website or the Content except as intended by this agreement
     4. aggregate, copy or duplicate in any manner any of the Content or information available from our Website, other than as permitted by this agreement or as is reasonably necessary
     5. share with a third party any sign in credentials to our Website
  3. Despite the above terms, we now grant a licence to you to create a hyperlink to our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

# Storage of data

* 1. We assume no responsibility for the deletion or failure to store Content or deliver messages.
  2. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.
  3. We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up in any particular circumstances unless we have made specific contractual arrangements with you in writing.

# Termination

* 1. We may terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by email.
  2. Termination by either party shall have the following effects:
     1. your right to use our Website immediately ceases
     2. we are under no obligation to forward any unread or unsent messages to you or any third party

# Intellectual Property

You agree that at all times you will:

* 1. not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it
  2. notify us of any suspected infringement of the Intellectual Property
  3. not use the Intellectual Property except directly as intended by this agreement or in our interest.

# Disclaimers and limitation of liability

* 1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
  2. All implied conditions, warranties and terms are excluded from this agreement
  3. Our Website includes Content Posted by third parties. We are not responsible for any such Posting. If you come across any Content that offends against this document, please notify us.
  4. You are advised that Content may include technical inaccuracies or typographical errors. We would be grateful if you bring to our immediate attention, any that you find.
  5. Our Website contains links to other websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website or from your buying services or goods via such a website.
  6. Our Website is provided “as is”. We make no representation or warranty that Services will be:
     1. useful to you
     2. of satisfactory quality
     3. fit for a particular purpose
     4. available or accessible, without interruption, or without error
  7. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our Website.
  8. We accept no responsibility for:
     1. privacy of any transmission
     2. the conduct, whether online or offline, of any user of our Website
     3. failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of our Website
     4. loss or damage resulting from your attendance at an event organised through our Website
  9. Except in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of £50.
  10. We shall not be liable to you for any loss or expense that is an indirect or consequential loss; or an economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
  11. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 as well as to us.

# You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

* 1. your failure to comply with the law of any country
  2. your breach of this agreement
  3. any act, neglect or default by any agent, employee, licensee or customer of yours
  4. a contractual claim arising from your use of the Website
  5. a breach of the intellectual property rights of any person
  6. for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £100 per hour without further proof.

# Miscellaneous matters

* 1. You undertake to provide to us your current postal address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
  2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
  3. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
  4. If you are in breach of any term of this agreement, we may:
     1. terminate your account and refuse access to our Website;
     2. remove or edit Content, or cancel any order at our discretion;
     3. issue a claim in any court.
  5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
  6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
  7. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery.

It shall be deemed to have been delivered on the day of delivery, if delivered by hand; or within 72 hours of posting if sent by first class post to the correct address.

* 1. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
  2. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
  3. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.