

OUR WEBSITE TERMS AND CONDITIONS

This page, together with the Privacy Policy and any other documents referred or linked to in this page, (together, the 'Terms of Use') sets out the terms and conditions on which you may make use of our website (www.eyemouth-harbour.co.uk) ("our site").

Please read these Terms of Use carefully before you start to use our site. By using our site you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, you must refrain from using our site or app.

1. INFORMATION ABOUT US

Our site is operated by Eyemouth Harbour Trust ('we'/ 'us'/ 'our'). We are a body established under the Eyemouth Harbour Act 1797 and have our principal office at Gunsreen Basin, Eyemouth, TD14 5SD.

2. ACCESSING OUR SITE

- 2.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason if our site is unavailable at any time or for any period.
- 2.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.
- 2.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
- 2.4 When using our site, you must comply with the provisions of our Acceptable Use Policy.
- 2.5 You are responsible for making all arrangements necessary for you to have access to our site.

- 2.6 You are also responsible for ensuring that all persons who access our site through your internet connection or via your mobile device(s) are aware of these terms, and that they comply with them.
- 2.7 We may use your information to enhance the services we provide. We will only ever contact you if we believe it is in your interest.

3. INTELLECTUAL PROPERTY RIGHTS – UPLOADING OR DOWNLOADING CONTENT OR MATERIALS

- 3.1 Unless otherwise stated and subject to Condition 3.2, we are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 3.2 Pursuant to Condition 9.2, site users who upload material and content have represented and warranted to Eyemouth Harbour Trust:
- a) that they own all rights in the material being uploaded or otherwise have the right to submit the material to the website;
 - b) that the material does not violate or infringe upon the rights of any third party (including, any rights of copyright, trademark, or privacy); and
 - c) that they agree to defend, indemnify and hold harmless Eyemouth Harbour Trust from and against any and all losses, and all claims by third parties, resulting from their breach of any of the foregoing representations or warranties. Eyemouth Harbour Trust relies on these representations and warranties and do not accept responsibility to the extent they are inaccurate and user generated content breaches any third party rights.
- 3.3 You may:
- a) view and display the contents of our site using your internet browser;
 - b) download extracts of the contents of our site to your computer solely for your own personal use and not for any commercial or business purposes whatsoever. You must ensure that if you download any extracts, you also download these Terms and Conditions; and
 - c) print off a single copy of a page or extract of our solely for your own personal use and not for any commercial or business purposes whatsoever. You must ensure that any printed materials include an acknowledgement of our intellectual property rights in that content.

- 3.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.5 Our status (and that of any identified contributors and other third parties) as the authors of material on our site must always be acknowledged.
- 3.6 You must not use any part of the content / materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 3.7 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 3.8 The reproduction by whatever means of the whole or any part of any content / materials is strictly forbidden for any commercial or non-tourism related purpose.
- 3.9 In the event that you utilise any content / materials in a commercial or non-tourism related way that is not allowed by these terms and conditions, we reserve the right to seek damages through legal channels.
- 3.10 You must satisfy yourself that the use of any content / materials is not obscene, indecent, libellous or unlawful. We make no claim or warranty with regard to your use of content, names, text, people, trademarks or copyright material depicted in any content or material.
- 3.11 The names and logos identifying our site /app and/or us and our products and services and the products and services of any third parties are either:
 - (a) proprietary marks of Eyemouth Harbour Trust or:
 - (b) marks that Eyemouth Harbour Trust is licensed to use, (unless otherwise stated and subject to Condition 3.2).
- 3.12 Nothing in these Terms and Conditions shall confer on you any licence or ownership of such marks or of any other intellectual property right.

4. [RELIANCE ON INFORMATION](#)

Commentary and other materials posted or featured on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

5. [OUR SITE CHANGES REGULARLY](#)

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

6. [OUR LIABILITY](#)

6.1 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

- a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and/or
 - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

6.2 You agree to defend, indemnify and hold us harmless, our subsidiaries, affiliates, officers, directors, employees and agents from and against all damages, liabilities, claims, damages,

costs or expenses (including reasonable legal fees and costs) we incur arising from any use of any content / materials supplied to you.

- 6.3 Paragraphs 6.1 and 6.2 do not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.
- 6.4 Unless specifically stated on <http://www.eyemouth-harbour.co.uk/category/news/> event listing on Eyemouth-harbour.co.uk does not imply any funding or any endorsement of the Event by Eyemouth Harbour or its employees, trustees and affiliates.

7. [INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE](#)

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

8. [UPLOADING MATERIAL TO OUR SITE](#)

- 8.1 Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site or app, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.
- 8.2 You represent and warrant to Eyemouth Harbour Trust that:
- a) you own all rights in the material being uploaded or otherwise have the right to submit the material to the website;
 - b) that the material does not violate or infringe upon the rights of any third party (including, any rights of copyright, trademark, or privacy); and
 - c) you hereby agree to defend, indemnify and hold harmless Eyemouth Harbour Trust from and against any and all losses, and all claims by third parties, resulting from your breach of any of the foregoing representations or warranties. Eyemouth Harbour Trust rely on these representations and warranties and do not accept responsibility to the extent they are inaccurate and user generated content breaches any third party rights.

- 8.3 Any material you upload to our site or app will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 8.4 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.
- 8.5 We have the right to remove any material or posting you make on our site or app if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

9. [VIRUSES, HACKING AND OTHER OFFENCES](#)

- 9.1 You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- 9.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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. In the event of such a breach, your right to use our site will cease immediately.
- 9.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site/app or to your downloading of any material posted on it, or on any website linked to it.

10. [LINKING TO OUR SITE](#)

- 10.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 10.2 You must not establish a link from any website that is not owned by you.

10.3 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy

10.4 If you wish to make any use of material on our site other than that set out above, please address your request to businessmanager@eyemouth-harbour.co.uk

11. [LINKS FROM OUR SITE](#)

Where our site or app contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. [JURISDICTION AND APPLICABLE LAW](#)

12.1 The Scottish courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

12.2 These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Scotland.

13. [TERMINATION](#)

We reserve the right to refuse access to our site to any user at our sole discretion.

14. [SEVERANCE](#)

If any provision of the Terms and Conditions is judged to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the provisions of the Terms shall continue in full force and effect.

15. [VARIATIONS](#)

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are

binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

16. [YOUR CONCERNS](#)

If you have any concerns about material which appears on our site please contact businessmanager@eyemouth-harbour.co.uk

Thank you for visiting our site