

WEBSITE TERMS OF USE

(1) Introduction

These terms of use govern your use of our website; by using our website, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.

If you register with our website, we will ask you to expressly agree to these terms of use.

You must be at least 18 years of age to use our website. By using our website and by agreeing to these terms of use, you warrant and represent that you are at least 18 years of age.

Our website uses cookies. By using our website and agreeing to these terms of use, you consent to our use of cookies in accordance with the terms of our privacy policy.

(2) Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

1. republish material from this website (including republication on another website);
2. sell, rent or sub-license material from the website;
3. show any material from the website in public;
4. reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
5. edit or otherwise modify any material on the website; or
6. redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter).

(3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal,

fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

(4) Products

The advertising of products on our website constitutes an “invitation to treat” - not a contractual offer.

Prices stated on our website may be stated incorrectly.

The purchase of products via our website will be subject to our terms of sale.

We will ask you to agree to our terms of sale each time you purchase a product or products via our website.

(5) Limited warranties

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(6) Limitations and exclusions of liability

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law. If you are a consumer, any statutory rights that you have, that cannot be excluded or limited, will not be affected by these terms of use.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

(7) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

(8) Breaches of these terms of use

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:

1. send you one or more formal warnings;
2. temporarily suspend your access to the website;
3. permanently prohibit you from accessing the website;
4. block computers using your IP address from accessing the website;
5. contact your internet services provider and request that they block your access to the website;
6. bring court proceedings against you for breach of contract or otherwise; and/or
7. suspend and/or delete your account with the website.

(9) Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

(10) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

(11) Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(12) Exclusion of third party rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

(13) Entire agreement

These terms of use, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(14) Law and jurisdiction

These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the exclusive jurisdiction of the courts of England and Wales.

(15) Our details

Fitness

The full name of our company is Bannatyne Fitness Limited.

We are registered in England & Wales under registration number 03287770.

Our registered address is Power House, Haughton Road, Darlington, County Durham DL1 1ST.

Hotels

The full name of our company is Bannatyne Hotels Limited.

We are registered in England & Wales under registration number 03271621.

Our registered address is Power House, Haughton Road, Darlington, County Durham DL1 1ST.

Fitness (2)

The full name of our company is Bannatyne Fitness (2) Limited.

We are registered in England & Wales under registration number 07674830.

Our registered address is Power House, Haughton Road, Darlington, County Durham DL1 1ST.

You can contact us by email to enquiries@bannatyne.co.uk.

Our VAT Number is: 302 3184 52