

TERMS AND CONDITIONS OF SUPPLY

This page (together with our Privacy Policy, Terms of Website Use and Acceptable Use Policy) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) to you or perform any of the salon or home visit services (**Services**) listed in our marketing materials or on our website (**our website**).

These Terms will apply to any contract between us for the sale of Products to you or for the provision of our Services to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before purchasing any Product or making an appointment for any Service. Please note that before making a purchase or making an appointment you will be deemed to have agreed to these Terms. If you refuse to accept these Terms, you should not attempt to purchase any Product or make an appointment for any Service.

You should print a copy of these Terms for future reference.

We amend these Terms from time to time as set out in clause 4. Every time you wish to purchase a Product or make an appointment, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 25 May 2018.

These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the website www.dryby.co.uk. We are DryBy Limited, a company registered in England and Wales under company number 08800362 and with our registered office at 74 Mortimer street, London W1W 7RZ. Our main trading address is 74 Mortimer street, London W1W 7RZ. Our VAT number is 184675075.

(a) To cancel a Contract in accordance with your legal right to do so as set out in clause 7, you just need to let us know that you have

decided to cancel. The easiest way to do this is to e-mail us at studio@dryby.co.uk. If you are emailing us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail then your cancellation is effective from the date you send us the e-mail.

- (b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by e-mailing us at studio@dryby.co.uk.
- (c) If we have to contact you or give you notice in writing, we will do so by e-mail.

2. USE OF OUR SITE

Your use of our website is governed by our Terms of Website Use and Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

3. HOW WE USE YOUR PERSONAL INFORMATION

3.1 We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy as it includes important terms which apply to you.

3.2 Where you provide personal data on behalf of a third party, you undertake to Dryby Ltd that Dryby Ltd will never find itself processing personal data, without adequate consent, supplied by you to Dryby Ltd including special personal data as referred to in Article 9(1) of the GDPR unless Article 9(2) applies to such processing and you shall hold Dryby Ltd harmless in respect of all losses, damages, costs and expenses and other liabilities or damage (including reasonable legal fees, fines (administrative, regulatory or otherwise) and disbursements) suffered or incurred by or awarded against Dryby Ltd as a result of your breach of your obligations as a data controller under any applicable data protection laws.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US FOR THE SUPPLY OF THE SERVICES

- 4.1 You may book an appointment for Services either via the telephone, via email, via our website or via our mobile app.
- 4.2 If booking via our website or mobile app, the website or mobile app will guide you through the steps you need to take to book an appointment with us. Our booking process allows you to check and amend any errors before requesting an appointment with us. Please take the time to read and check your appointment details.
- 4.3 If you request an appointment on site, via telephone or via email, we will confirm that your booking has been successful by sending you a confirmation e-mail (**Appointment Confirmation**). The Contract between us will only be formed when we send you the Appointment Confirmation. When booking via telephone, via email or on-site and you prefer not to provide an email address, the Contract between us will be formed when the booking is confirmed by us verbally during either the phone call or subsequent confirmation call or in the case of booking on-site at the time of making the booking.
- 4.4 If you request an appointment via our website or via our mobile app you will receive an email receipt (**E-Receipt**). The Contract between us will only be formed when the E-Receipt is successfully sent.
- 4.5 If we are unable to perform the Services, for example because that Service is not available or because we cannot make your appointment date, we will inform you of this by e-mail or by telephone. If you have already paid for the Services, we will refund you the full amount as soon as possible.

5. SALON AND HOME SERVICES

- 5.1 All salon and home based Services which we offer to you are subject to availability.
- 5.2 If you are attending one of our salons, we request that you arrive on time for your treatment with us as late arrival may result in shortened treatment time or losing your appointment and the full treatment cost will still apply.
- 5.3 Please note that in order to secure bookings we require valid credit or debit card details in line with our cancellation policy.
- 5.4 To cancel or change an appointment, a minimum of 24 hours' notice is required. If the appointment is cancelled or modified with less than 24 hours notice the full appointment fee is chargeable so please let us know as soon as possible if you wish to change or cancel your appointment.
- 5.5 Appointments which are missed will be charged at full price.
- 5.6 If we are to attend your home/place of work to perform any of the Services, please ensure that the premises is both safe and suitable for the purpose of performing the Services.
- 5.7 Please note that it is illegal to smoke anywhere in our salons.
- 5.8 We would request that you inform your therapist of any allergies or medical conditions, including pregnancy, prior to making an appointment as some Services may not be appropriate for you.
- 5.9 Please ensure you retrieve all your personal items before leaving our premises as we cannot be held responsible for lost items.

6. OUR RIGHT TO VARY THESE TERMS

- 6.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- 6.2 Every time you purchase Products from us or make an appointment for Services, the Terms in force at the time will apply to the Contract between you and us.
- 6.3 We may revise these Terms as they apply to you from time to time to reflect changes in relevant laws and regulatory requirements.
- 6.4 If we have to revise these Terms as they apply to your purchase or appointment, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or Services or just the Products or Services you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

7. CONSUMER RIGHT OF RETURN AND REFUND

- 7.1 As a consumer you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive the Service or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

- 7.2 However, this cancellation right does not apply in the case of:
- (a) any made-to-measure, custom-made or special order Products
 - (b) any Product which has a security seal which you have opened or unsealed;
 - (c) any product which, for hygiene purposes, cannot be returned which includes:
 - (i) cosmetics;
 - (ii) hairbrushes and combs;
 - (iii) hair extensions and hair pieces;
 - (iv) scissors and blades; and
 - (v) manicure/pedicure tools.
 - (d) any Products which become mixed inseparably with other items after their delivery.
 - (e) any beauty products without a security seal on the original packaging where genuine content of returned product cannot be verified.
- 7.3 You have a period of 14 (fourteen) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.
- 7.4 In addition to your legal right to cancel you may be able return any unwanted Products within 28 days of when the Contract is formed between us.
- 7.5 To cancel a Contract or return a Product, please contact us at studio@dryby.co.uk. Returns can be made to any of our beauty salons, the addresses of which are to be found on our website. You may wish to keep a copy of your cancellation notification for your own records.
- 7.6 You may also return an unwanted or faulty Product. You will need to present the Product together with your proof of purchase

- 7.7 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 14 calendar days of the day on which you gave us notice of cancellation. If you returned the Products to us because they were faulty or mis-described, please see clause 7.8.
- 7.8 If you have returned the Products to us under this clause 9 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 7.9 We will refund you on the credit card or debit card used by you to pay.
- 7.10 If the Products were delivered to you:
- (a) you must return the Products to us at your own risk as soon as reasonably practicable;
 - (b) unless the Products are faulty or not as described (in this case, see clause 7.8), you will be responsible for the cost of returning the Products to us;
 - (c) you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
- 7.11 If you fail to return the Products to us in their original condition, including outer packaging, unused and in perfect saleable condition, you will not receive a refund. If you are unable to return the Product to us we may arrange collection and the cost of the collection will be deducted from your refund.
- 7.12 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 9 or these

Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. GIFT VOUCHERS

- 8.1 Gift vouchers for any of our Services can be purchased from the DryBy beauty studio at 74 Mortimer street, London W1W 7RZ.
- 8.2 Gift vouchers are only redeemable at the DryBy Mortimer street studio.
- 8.3 Gift vouchers are valid for 12 months from the date of purchase and cannot be exchanged for cash.
- 8.4 We reserve the right to refuse to accept a gift voucher which we deem to have been tampered with, duplicated, damaged or which is otherwise suspected of being potentially fraudulent.

9. HOW TO PAY

- 9.1 You can pay for Products and/or Services on our website, via telephone or in one of our salons using cash or a debit card or credit card. We accept the following cards: Visa. Mastercard, American Express.
- 9.2 In relation to the Services, we will charge your debit card or credit card at the point of booking your appointment for online bookings and at the time of the appointment for phone and email bookings.

10. MANUFACTURER GUARANTEES

- 10.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

10.2 If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

11. OUR WARRANTY FOR THE PRODUCTS

11.1 For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 11.2.

11.2 The warranty in clause 11.1 does not apply to any defect in the Products arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the Products in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- (e) any specification provided by you.

11.3 If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

12. OUR LIABILITY

12.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss

or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

12.2 We only supply the Products and Services for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples);
- (e) any breach of the terms implied by section 13 to 15 of the Supply of Goods and Services Act 1982 (reasonable care and skill, within a reasonable time and a reasonable price being paid); and
- (f) defective products under the Consumer Protection Act 1987.

12.4 Subject to clause 12.3, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products and/or Services.

12.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any

representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

13. EVENTS OUTSIDE OUR CONTROL

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 13.2.

13.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

13.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

13.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you

opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

14. COMMUNICATIONS BETWEEN US

- 14.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 14.2 If you are a consumer you may contact us as described in clause 1.1.
- 14.3 Should you not be completely satisfied with the Services you have received from us, you can contact us on studio@dryby.co.uk.

15. OTHER IMPORTANT TERMS

- 15.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 15.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 15.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 15.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you

do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.6 Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY
BEFORE USING THIS WEBSITE**

1. TERMS OF WEBSITE USE

15.7 1.1 These terms and conditions (together with the documents referred to in it) explain to you the terms on which you may make use of our website www.dryby.co.uk (**website**), whether as a guest or a registered user. Use of this website includes accessing, browsing, or registering to use the website.

1.2 Please read these terms and conditions carefully before you start to use the website, as these will apply to your use of the website. We recommend that you print a copy of this for future reference.

1.3 By using our website, you confirm that you accept these terms and conditions and that you agree to comply with them.

1.4 If you do not agree to these terms, you must not use our website.

2. OTHER APPLICABLE TERMS

2.1 These terms refer to the following additional terms, which also apply to your use of our site:

2.1.1 Our Privacy Policy [http://dryby.co.uk/wp-content/uploads/Privacy Policy.pdf](http://dryby.co.uk/wp-content/uploads/Privacy%20Policy.pdf), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

2.1.2 Our Acceptable Use Policy <http://dryby.co.uk/wp-content/uploads/Terms-and-Conditions.pdf>, which sets out the permitted uses and prohibited uses of the website. When using our website, you must comply with this Acceptable Use Policy.

2.1.3 Our Terms and Conditions of Supply [http://dryby.co.uk/wp-content/uploads/Terms](http://dryby.co.uk/wp-content/uploads/Terms%20and%20Conditions.pdf) and

Conditions.pdf, which sets out the terms on which we will supply products and/or services to you.

3. INFORMATION ABOUT US

- 3.1 www.dryby.co.uk is a site operated by DryBy Limited ("We"). We are a limited company registered in England and Wales under company number 08800362 and have our registered office at 74 Mortimer street, London W1W 7RZ.

4. CHANGES TO THESE TERMS

- 4.1 We may revise these terms of use at any time by amending this page.
- 4.2 Please check this page from time to time to take notice of any changes we made, as they are binding on you.

5. CHANGES TO OUR SITE

- 5.1 We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
- 5.2 We do not guarantee that our site, or any content on it, will be free from errors or omissions.

6. ACCESSING OUR SITE

- 6.1 Our site is made available free of charge.
- 6.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 6.3 You are responsible for making all arrangements necessary for you to have access to our site.
- 6.4 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other

applicable terms and conditions, and that they comply with them.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 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.
- 7.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 7.3 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.
- 7.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 7.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 7.6 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.

8. NO RELIANCE ON INFORMATION

- 8.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 8.2 Although we make reasonable efforts to update the information on our site, we make no representations,

warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up-to-date.

9. LIMITATION OF OUR LIABILITY

- 9.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 9.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 9.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 9.3.1 use of, or inability to use, our site; or
 - 9.3.2 use of or reliance on any content displayed on our site.
- 9.4 If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 or to your downloading of any content on it, or on any website linked to it.
- 9.6 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

9.7 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods and/or services to you, which will be set out in our Terms and Conditions of Supply <http://dryby.co.uk/wp-content/uploads/Terms and Conditions.pdf>.

10. VIRUSES

10.1 We do not guarantee that our site will be secure or free from bugs or viruses.

10.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

10.3 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. 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.

11. THIRD PARTY LINKS AND RESOURCES IN OUR SITE

11.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

11.2 We have no control over the contents of those sites or resources.

12. APPLICABLE LAW

12.1 If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-

exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

12.2 If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

13. CONTACT US

13.1 To contact us, please email studio@dryby.co.uk. Thank you for visiting our site.

ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and us under which you may access our website www.dryby.co.uk (our website). This acceptable use policy applies to all users of, and visitors to, our website.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use <http://dryby.co.uk/wp-content/uploads/Terms-and-Conditions.pdf>.

www.dryby.co.uk is a site operated by DryBy Limited (we or us). We are registered in England and Wales under company number 08800362 and we have our registered office at 74 Mortimer street, London W1W 7RZ. Our main trading address is 74 Mortimer street, London W1W 7RZ. Our VAT number is 184675075

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code

designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use <http://dryby.co.uk/wp-content/uploads/Terms-and-Conditions.pdf>.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.

- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use <http://dryby.co.uk/wp-content/uploads/Terms-and-Conditions.pdf> upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.

- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy 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 make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.