

TERMS AND CONDITIONS

IMPORTANT LEGAL NOTICE

The terms and conditions set out below (the “**Terms of Use**”) apply to the entire contents of the website under the domain name “franklinsgardens.co.uk” (the “**Website**”) and to any email correspondence between us and you (“**you**”, the “**user**”). Please read the Terms of Use carefully. By continuing to use the Website you are confirming that you accept the Terms of Use. If you do not accept the Terms of Use, you must leave the Website immediately.

CHILDREN AGED UNDER 16

If you are under 16, you must ask your parent or a guardian before you:

- email the website, or ask us to email anything to you;
- send any information to us;
- enter any competition or game that requires information about you or offers a prize;
- post any information on any bulletin board or enter any chat room; or
- offer or agree to buy anything online.

By continuing to use the Website and any of the services offered by it, you are confirming that you have received the consent of your parent or a guardian or you are over 16 years of age.

1. ABOUT US

This website is the official website of Franklin’s Gardens (“the Venue”, “we” and “us”). If you have any comments or questions about this website or any of our services please contact us by one of the methods shown below.

Telephone: 01604 751543

Email: franklinsgardens@northamptonsaints.co.uk

Mail: Marketing and Communications Director

Franklin’s Gardens
Northampton Saints
Weedon Road
NN5 5BG

Northampton Saints PLC is a company incorporated in England & Wales with company number 3139409.

2. Privacy

Your privacy is important to us. Please see our Privacy Policy for details about what information we collect and how we will use and protect it.

3. Transactions with the Venue

Unless otherwise specified, orders for goods and/or services placed through the Website are subject to the applicable Franklin’s Gardens Terms and Conditions of Sale and you should read them carefully before placing an order.

4. Commercial Partners

Our commercial partners and other third parties may occasionally promote their goods or services on the Website or through our email services. Whilst we try to encourage our partners to offer good quality products and services at competitive prices we have no control over them or other third parties and, we do not endorse the products or services they offer or give you any assurance that they will be suitable for your needs. It is your responsibility to satisfy yourself in this regard and we have no liability in connection with the same.

5. Ownership Of Materials And Licence Terms

The Franklin’s Gardens images are owned by or are licensed to the Venue. You are permitted to display Franklin’s Gardens images on a computer screen and to download and print a hard copy for your personal use provided you do not alter or remove any copyright, trade mark or other proprietary notices. You agree not to:

- use any of the materials on this website for commercial exploitation without the Venue’s prior written consent;
- establish a link to this website from any other website, intranet or extranet site without the Venue’s prior written consent;
- do anything that may interfere with or disrupt this website or our services;
- post any information on or send any information via the Website (whether on any bulletin board or in any chat room or otherwise) that does not comply with the Venue’s Acceptable Use Policy set out at paragraph 6 below; or
- do anything that may infringe the rights of any other person.

If you send any comments, suggestions or materials to us from or concerning the Website, our email services, the Venue, it’s management or staff or any other matter (“User Materials”):

- the Venue shall be entitled to adapt, broadcast, copy, disclose, license, publish, sell, transmit and otherwise use such User Materials for any and all commercial and non-commercial purposes; and
- you warrant that you have obtained all necessary licenses and/or approvals in order to allow the Venue such use.

6. Acceptable Use Policy

Any and all materials which you contribute to or send via the Website must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with all applicable law in the United Kingdom and in any country from which they are posted.

Any and all materials which you contribute to or send via the Website must not:

- be unlawful, harmful, threatening, defamatory, libelous, obscene, harassing or racially or ethnically offensive;
 - facilitate or promote illegal activity;
 - be or contain anything which is technically harmful (including, without limitation, a computer virus, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
 - infringe the intellectual property rights or other rights of any third party;
 - promote unlawful violence, discriminate based on race, gender, colour, religious belief, sexual orientation, disability;
- or
- be contributed or sent for commercial gain.

7. Website Availability

The Website is provided free of charge and we make no guarantee that it will be uninterrupted or error free. We reserve the right to suspend or withdraw the whole or any part of the Website at any time without notice and without incurring any liability.

8. Links From This Website

We may, from time to time, provide links from the Website to websites that are owned and controlled by third parties. These links are provided only for your convenience and we have no control over, and will have no liability in respect of, those third party websites.

9. Security

Internet transmissions are never completely private or secure and there is a risk, therefore, that any message or information you send to us from the Website may be intercepted and potentially read by others. We will have no liability in respect of any transmissions you send to us and you do so entirely at your own risk.

10. Accuracy Of Information

We take care to ensure that all information available on the Website about the Venue, its services and events is accurate and up-to-date. However, these are continually developing and updated and the information, images, specifications and prices on the Website may, occasionally, be inaccurate or out of date. We have no liability for any inaccurate information and reserve the right to correct it at any time.

The Website and all material available on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Website is provided to you on the basis that the Venue excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these Terms of Use, might have effect in relation to the Website.

11. E-Membership and other Areas with Restricted Access

Website users may be offered the opportunity to subscribe and/or register to receive additional restricted access to the Website or information. We are not under any obligation to accept a request for registration or subscription and reserve the right to suspend or terminate access at any time for any reason e.g. if your continued use is believed to prejudice us or other users.

If we do accept your registration, it is for a single user only. The Venue does not permit you to share your user name and password with any other person nor with multiple users on a network.

Responsibility for the security of any passwords issued by us or chosen by you rests with you.

12. Email Service

If you subscribe to any of the Venue's email services (such as newsletters) your use of the content received through the email service will be subject to these Terms of Use.

13. Withdrawal of your Access to the Website

Any use of this Website or any materials provided on it other than in accordance with these Terms of Use is prohibited. If you breach any of these Terms of Use, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

14. Liability

The Venue, and all other parties (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Venue's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with:

- the Website;
- the use, inability to use or the results of use of the Website; and
- any websites linked to the Website or the material on such websites,

including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

Nothing in these Terms of Use shall exclude or limit the Venue's liability for:

- death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
- fraud; or
- misrepresentation as to a fundamental matter; or
- any liability which cannot be excluded or limited under applicable law.

15. Information Relating A Third Party

You undertake not to either include or otherwise disclose any confidential information or personal data relating to third parties in connection with your use of the Website without that third party's express written consent.

16. Variation

We reserve the right to change these Terms of Use at any time. The new version will be posted on the Website and will take effect immediately upon posting. If you use the Website after the new Terms of Use have come into effect any further use of the Website indicates your agreement to be bound by the new Terms of Use.