

TERMS OF USE AND PRIVACY

© 2018 Ptarmigan Limited (trading as Marcus Barnett Studio)

Contact Details

Our contact details are as follows and we look forward to hearing from you.

Trading Address

Marcus Barnett Studio, 10–11 Glenthorne Mews, London W6 0LJ. Telephone: +44 (0)20 7736 9761

Company Information

This website is operated by Ptarmigan Limited trading as Marcus Barnett Studio, registered in England No. 05559866. Registered office as above.

Conditions of Use

Please read these conditions carefully. By continuing to use our website you are deemed to agree to them.

We may make changes to these conditions from time to time. If you come back to visit our website at a later date be sure to check back to this page to see if anything has changed.

1. Intellectual Property Rights

- 1.1 All intellectual property rights in our website and its content (including copyright, design right, trademarks, trade names and similar rights anywhere in the world, whether or not registered, belong to us or (as the case may be) to our licensors. All rights are reserved.
- 1.2 You may download material from our website onto your machine or device for the sole purpose of using our website. However, you must not copy, modify, transmit, distribute or link to any material or information on our website without first obtaining our written permission.
- 1.3 Without first obtaining a licence to do so from us or (as the case may be) our licensors you must not use any part of the content on our website for commercial purposes or personal gain and, in particular, you must not reproduce (in electronic, printed or real world versions) the whole or any part of any garden design depicted on our website.

2. Your access to and use of our website

- 2.1 You are responsible for:
 - a) ensuring that your computer system meets the technical specification necessary to access and use our website;
 - b) configuring your computer system and programmes on your computer system in order to access and use our website; and
 - c) ensuring that your computer system is adequately protected from computer viruses and hackers.
- 2.2 We do not guarantee that our website, or any content on it, will always be available or that your use of our website will be uninterrupted. We will not be liable to you if for any reason our website is unavailable at any time or your access to our website is delayed, restricted or interrupted.
- 2.3 You must not misuse our system or our website. In particular, you must not attack, hack into, circumvent security or otherwise disrupt the operation of our system or our website. You must not transmit to or from our system any material which is technologically harmful including computer viruses, trojan horses, worms, and logic bombs. A breach of this provision is a criminal offence under the Computer Misuse Act 1990. We will co-operate with the relevant law enforcement authorities including disclosing any information we have about you to them.
- 2.4 You must not use language or content that is offensive, obscene, indecent, threatening, defamatory, discriminatory, infringes upon the rights of a third party or which may otherwise cause distress or annoyance in any communication you send or submit via our website.

3. Our website content

- 3.1 We may from time to time change the content on our website, update it, or suspend or discontinue any aspect of it.
- 3.2 We will try to update the information on our website when we can but we make no representations, warranties or guarantees that the content on our website is accurate, complete or up-to-date.
- 3.3 The content on our website is provided for general information only.
- 3.4 No third party has any authority to give or make any representation or warranty whatsoever based on the contents of this website in relation to this website or any part of it or any of the gardens featured on it.

4. Our liability to you

- 4.1 We do not in any way exclude or limit liability for:
 - a) death or personal injury caused by our negligence;
 - b) our fraud or fraudulent misrepresentation; or
 - c) any other liability that cannot be excluded or limited by law.
- 4.2 Subject to paragraph 4.1, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.
- 4.3 Subject to paragraph 4.1, we will not be liable to you 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:
 - a) use of, or inability to use, our website; or
 - b) use of or reliance on any content or information displayed on our website; and in particular, we have no liability to you for:
 - i) any direct loss, save to the extent that we accept express obligations under these terms and conditions;
 - ii) any indirect or special loss;
 - iii) any consequential loss; or
 - iv) any economic loss (whether direct or indirect) including but not limited to any loss of profit, business interruption, loss of business opportunity, loss of anticipated savings, loss of reputation or goodwill, loss of, damage to or corruption of data.
- 4.4 If you are visiting our website as a result of a recommendation by a third party or via a link from a third party website then any representations made by such third party to you are a matter between you and that third party and are subject to the terms and conditions you have agreed with that third party.

5. Your liability to us

- 5.1 You agree to indemnify us from any losses, damages, liabilities, costs or expenses that we may suffer or incur due to any breach by you of these conditions.

6. Linking to our website

- 6.1 You may link to our home page, provided that you first obtain our written permission which we may, in our discretion, agree to grant. Any such permission will be deemed to include at least the following terms:
 - a) if you are assisting in the design of a house and/or garden, you must make it clear to your clients that any representations you make to them are a matter between you and them, that your client must not rely on any content on this website and that your terms and conditions shall apply;
 - b) you must own the website that you are linking from;
 - c) you must do so in a way that is fair and legal and does not damage our reputation or take advantage of it;
 - d) you must not suggest, in the way that you make the link, that there is any form of association, approval or endorsement by us of any products or services other than our own; and
 - e) you must not display any content on your website that is distasteful, offensive or controversial or which infringes any intellectual property rights or other rights of any other person.

6.2 We reserve the right to withdraw permission granted under paragraph 6.1 without notice and without giving a reason.

7. Links to other websites

7.1 To the extent that our website contains links to other third party websites or resources, we have no control over such websites or resources and accept no responsibility for them. Any such links are provided for information only. If you decide to access any third party websites or resources from our website, you do so at your own risk. We do not recommend or endorse any products or services advertised on third party websites or resources. Please note that the terms of use and privacy policy for those websites will be different.

8. General

8.1 If a court decides that part of these terms and conditions cannot be enforced, that particular part will not apply, but the rest of these terms and conditions will.

8.2 Failure or delay in exercising any right under these terms and conditions shall not prevent the exercise of that or any other right.

9. Governing law

9.1 These conditions shall be governed by English law and we both agree that the English courts have exclusive jurisdiction.

Privacy Policy

This privacy policy sets out how we collect your personal information and what we do with that personal information.

We may make changes to this privacy policy from time to time. If you submit your personal details to us then be sure to check back to this page to see if anything has changed.

1. Collecting your personal information

1.1 If you contact us online (e.g. by sending us an email or, as applicable, by submitting a form on our website registering to receive details from us) we shall assume, unless you tell us otherwise (see paragraph 5 below for details on how to unsubscribe), that you consent to us adding your personal details to our marketing database.

2. Storing your personal information

2.1 We use secure servers to store your personal information.

2.2 Your personal information may be stored outside of the European Economic Area. By submitting your personal information to us you agree to this.

2.3 Unfortunately the transmission of information via the internet is not completely secure. If you transmit your personal information to us over the internet you do so at your own risk. Once we have received your personal information we will use procedures and security features to try to prevent unauthorised access.

3. Using your personal information

3.1 We may use your personal information:

- a) to notify you about changes to our website and our services;
- b) to contact you for your views on our website and services; and
- c) to make suggestions to you about our goods or services that we think may interest you.

4. Disclosing your personal information

4.1 We will not share your information with third parties for marketing, market research or commercial purposes without your explicit consent.

4.2 We may share your personal information with third parties if we are under a legal or regulatory obligation to do so or in order to enforce our website terms and conditions of use.

5. Unsubscribing

- 5.1 If you do not want to be added to our marketing database the way which you can opt out depends on how you contact us :
- a) if you contact us by email or letter please include the words “No Information” at the beginning of the email or letter; and
 - b) if you contact us by submitting a form on our website please tick the relevant boxes on the form.
- 5.2 You can opt out of receiving emails from us at any time by sending us an email including your full name with the word “Unsubscribe” in the subject line, by posting a letter to us including your full name, email address and the word “Unsubscribe” or, as applicable, by clicking any “unsubscribe” link in the marketing emails you receive from us.

6. Accessing and changing your personal information

- 6.1 You can find out what information we hold about you by exercising your right to access in accordance with the Data Protection Act 1998. We may charge a small administration fee of up to £10, or possibly higher if the limit is increased by statute or regulations, to cover our costs in actioning your request.
- 6.2 You may ask us at any time to make any necessary changes to ensure that your information is accurate and kept up-to-date.

7. Cookies

- 7.1 Like many websites, we may use “cookies” to help us to provide you with a good experience when you use our website (e.g. to personalise your visits to our website and keep track of your preferences) and to help us improve our website (e.g. by tracking your usage of our website). You can change the settings on your web browser to stop our website and third party websites from using cookies but doing so may reduce the functionality of our website or third party websites.

Thank you for reading the above, and for visiting our website.

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