



ESKDALE MILL & HERITAGE TRUST

TERMS & CONDITIONS

1. Who We Are

Welcome to the Eskdale Mill & Heritage Trust (EMHT) website and the terms and conditions associated with its use and visiting the mill site in Boot. This website is owned by Eskdale Mill & Heritage Trust. EMHT is a registered charity, number 1113837 and is registered at Eskdale Mill, Boot, Holmrook, Cumbria, CA19 1TG.

2. Acceptance of Terms

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use.

You will not use the website for any purpose that is illegal and will respect all applicable laws and regulations. You agree not to use the website in a way that may impair performance, corrupt the content or reduce the overall functionality of it. You also agree not to compromise the security of the website in any way.

If you do not accept these terms and conditions you must immediately stop using the website

3. Access to the Website

Whilst we endeavour to ensure that this site is normally available 24 hours a day, we will not be liable if for any reason the site is unavailable at any time or for any period.

Access to this site may be suspended temporarily and without notice and we reserve the right to terminate your access to the site without any advance notice.

4. Liability

Whilst we endeavour to ensure that the information on this site is accurate, we shall not be liable for any damages arising from the use of or inability to use this site, or any information contained in it, or from any action or decision taken as a result of using this site or any such information.

EMHT will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the website.

EMHT makes no warranty that the functionality of the website will be uninterrupted or error free, that defects will be corrected or that the website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

5. Indemnity

You agree to indemnify and hold EMHT and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against EMHT arising out of any breach by you of these terms and conditions or other liabilities arising out of your use of this website.

6. Copyright & Data base Rights

All copyright, trademarks and all other intellectual property rights in the website and its content (including without limitation the website design, text, graphics and all software and source codes connected with the website) are owned by or licensed to EMHT.

In accessing the website, you agree that you will access the content solely for your personal, educational and/or non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the website for personal, non-commercial home use only.

7. Links to other sites

The website may include links to third-party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

8. Alteration of service or amendment to conditions

EMHT reserves the right to change or remove (temporarily or permanently) the website or any part of it without notice and you confirm that EMHT shall not be liable to you for any such change or removal. EMHT may change these terms and conditions at any time, and your continued use of the website following any changes shall be deemed to be your acceptance of such change.

9. Privacy Policy

We collect personal information about you only when you knowingly and willingly provide it, and we will not share or otherwise profit from the distribution of personal data beyond the use it was provided to fulfil. Your data will be stored safely and only used for the purposes that you intended when you made the submission or application. Please refer to our full privacy policy elsewhere on the website.

10. Data Protection

The information taken at time of booking is required to be collected for the purposes of processing your reservation with us. If you have given us your consent to do so, we may process your data to keep you informed of our activities and to keep you updated with news, offers and other information that may be of interest to you. If you do not want us to use your information for the marketing purposes described in this paragraph, please let us know by contacting us.

11. Cookies

Cookies are small text files which store information about online behaviour to better customise the user experience during repeat visits. We use cookies on this website via the "Support Us" menu.

All modern browsers allow you to change your cookie settings. These settings will typically be found in the 'options' or 'preferences' menu of your browser.

12. Terms and Conditions of Making Payments / Donations Through This Website

We use PayPal or TicketIsland as providers for online transactions. We require the billing address of the payment card you use so that we can pass this to them, who check the address against the cardholder's details for security purposes. We don't store the payment card details on our server. Payment platforms requires that you provide your payment card details to process the transaction. This is done on a secure PayPal server and data passing between EMHT and PayPal are encrypted.

An order is successfully placed on our website by pressing the 'Buy Now' button at the payment stage of our secure checkout process. It is only possible to correct any errors in an order, prior to completing the payment stage in our ordering process and pressing 'Buy Now'. As part of our checkout process we do ask all customers to confirm that all the details that they have submitted are correct prior to pressing 'Buy Now' to successfully complete an order.

It is the customer's responsibility to ensure they have provided a valid and correct email address in order to receive their purchase(s).

Once an order has been successfully placed we generate an automatic confirmation email which acts as the receipt for your order and confirms your purchase(s).

If you cannot locate your confirmation email or if you are unsure whether an order has been completed successfully please firstly check your junk or spam email folders prior to contacting us. To avoid the risk of duplicating orders, prior to placing another order, you may get in touch via our contact details on the website.

We will use general donations at our discretion but within our stated charitable objectives. If you have specified that your donation is only for use for a particular appeal or item then we will use it for that purpose unless we receive insufficient or excess funding for that appeal/item, in which case we will use your money towards other similar appeals or items.

Cancellations and refunds

If you make an error in your donation/payment or wish to make a change then please contact us within 7 days of the payment and a refund will be made to you. Refunds after 7 working days are at our discretion.

On occasion we may have to close the site or cancel an event at short notice. Any closures and/or cancellations will be notified on the EMHT website at www.eskdalemill.co.uk. Where you have purchased admission tickets, in the event of an unexpected closure or cancellation we will make reasonable efforts to contact you, using the contact information provided by you at the time of booking, to inform you of the closure or cancellation. If you do not hear from us, please contact us within seven working days from the date your visit was scheduled for. A ticket will be offered to you for another date if possible. If an alternative date is not available or the alternative date is not suitable then a full refund will be given. Requests for refunds must be received by us within seven working days from the date your visit was scheduled for. Requests received out-with this time frame will be at the Trusts' discretion. On receipt of a refund request, we will endeavour to process your request within seven working days on receipt of your application. If your refund request is approved, we will process your payment back to the card used to make the purchase. It may take up to five working days for funds to return to your account. Most issuers show the refund on the date it was returned on your statement, but please be aware some may show it back on the original transaction date. If the site is closed or an event cancelled, we shall not be responsible for any travelling costs you may incur, and no other compensation will be payable.

13. Visiting Eskdale Mill

- We request that you familiarise yourself with our visitor charter and comply with our requests.
- We have the right to refuse admission.
- By entering the mill and its' surrounding property, you accept that you have a duty to take reasonable steps to ensure your own safety, considering any personal medical conditions.
- All persons in and around the mill site should always behave in a safe and respectable manner.
- Smoking (including the use of e-cigarettes) is strictly prohibited.
- Appropriate clothing and shoes must always be worn whilst at the mill site
- We accept well behaved dogs on a lead
- The consumption of alcohol is strictly forbidden. Anyone who appears to be under the influence of alcohol will not be permitted access to the mill site
- Children under the age of 15 must be accompanied and supervised by an adult throughout the visit
- Visitors are welcome to use all cameras, videos and other recording devices within the grounds and premises subject to law. However, all such photographs and footage taken shall be for home and personal use only and shall not be sold, used or reused for any commercial purpose whether for gain without the prior express permission of Eskdale Mill & Heritage Trust

14. Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.

15. Contact us

If you have any questions about this Agreement, please feel free to contact us at info@eskdalemill.co.uk