

# Terms of use and privacy policy

This web site is owned and operated by Local Gems.co.uk Limited whose office is located at 6 Raleigh Walk Brigantine Place Waterfront Cardiff CF10 4LN.

By using this site, you accept the following Terms of use. If you have any queries about the site content and management please forward your inquiry to [info@localgems.co.uk](mailto:info@localgems.co.uk). If you are not satisfied with this site and you do not accept these Terms of use, please do not use the site.

Local Gems.co.uk may change the Terms of use at any time by posting changes on line with out your consent. It is your responsibility to review these Terms of use regularly to ensure you are aware of any changes made. Your continued use of Local Gems.co.uk after changes are posted means you agree to be legally bound by these Terms as updated and/or amended.

## Trademark notice

### Warranty Disclaimer and Limitation on Liability

Local Gems.co.uk endeavors to provide you with data from a reliable source. We take reasonable steps to ensure the accuracy and validity of the data. In the case of the data provided being misleading we are not to be held responsible. Due to this situation Local Gems.co.uk does not endorse or represent the accuracy, truthfulness or reliability of any information provided on this site. As we cannot recommend any service advertised of any kind you are advised to seek legitimate recommendations. Local Gems .co.uk disclaims all liability in respect of your use of services offered. Although great care is taken to produce an accurate account of services, some mistakes may occur, we are not to be held responsible in this instance. Local Gems.co.uk hereby excludes to the extent permitted by law any and all warranties, representations, conditions and other terms whether expressed or implied, statutory or otherwise, concerning your use of this site including but not limited to implied terms as to quality, fitness for a particular purpose, title and non-infringement of third party intellectual property rights.

## Forces beyond our control

For reasons beyond our control including Acts of God, War, Terrorism, and Interference from a third party. We will not be held responsible for non accessibility to the Local Gems Web site.

### Applicable laws

- You may not post, list or upload false, inaccurate, misleading or defamatory content including personal information.
- You may not harvest or otherwise collect information about users, including email addresses, without their express consent.
- We will commence supplying our services to you as soon as you accept this User Agreement. Unless you and Local Gems .co.uk agree otherwise, you will not be able to cancel this User Agreement under the Consumer Protection Regulations 2000 (or any equivalent legislation in your jurisdiction) once the supply of the services has commenced.
- These terms, the site, the Content and all use of them shall be governed by English Law, and you and Local Gems.co.uk submit to the exclusive jurisdiction of the English courts
- Should Local Gems.co.uk. operate outside the UK we will abide by the laws of that country. Those who choose to access the site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are

applicable.

- You may not use the site Local Gems.co.uk to do anything that is not lawful in the place where you access the site.

## **Content license**

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise the copyright, trade marks, database rights and all other intellectual property rights you have in the content, in any media known now or in the future. In addition, you waive all moral rights you have in the content to the fullest extent permitted by law. (We need these rights to host and display your content.)

## **Security**

Only authorized personnel can access the website and personnel data. We go to great lengths to protect the content but cannot be held responsible if you experience loss or destruction of your data if our security measures are breached.

When we collect payment card details electronically, we use encryption by using Secure Site Certificate technology. Whilst we are unable to guarantee 100% security, this makes it hard for a hacker to decrypt your details. We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of your information.

## **What information do we collect about you ?**

If you choose to advertise on this site you will be asked for certain personal information about your self. Only the information you wish to disclose will be available to the public. Whenever you provide such personal information, we will treat that information in accordance with this policy.

The site is available to anyone and you are free to browse the site and its contents without registering any details.

## **How do we protect your personal details?**

We adhere to the regulations set in place by the data protection service.

We also have procedures in place to secure personal data. Only Local Gems.co.uk and its authorized employees will have access to this information

## **Access to your personal information**

You have the right to request a copy of the personal information Local Gems.co.uk holds about you and to have any inaccuracies corrected. You are responsible for keeping your security details private.

- If you use these services from outside the UK, you are responsible for ensuring your use conforms with your national laws.
- If we take payment for a transaction, our liability is limited to the amount you have paid for the transaction.
- We cannot guarantee the availability of any particular service; we may change a service without warning; and we may stop offering a service at any time.
- We reserve the right to exclude a particular user from a service, and/or delete their details, if they abuse it (which could include, but is not limited to, hacking, submission of obscenities, fraud or the spreading of computer viruses).
- If we present you with a set of terms and conditions specific to a particular service, they override these general terms and conditions.

## **How do we use your personal information?**

Local Gems.co.uk may disclose and use personal information collected about you within its own organization for the purpose of internal business administration and analysis.

We will not rent, trade or sell your data to others.

If you have requested to be kept informed of services that we offer, we will contact you with these details.

We will respect your email privacy. You will not receive unsolicited mail from Local Gems.co.uk and or third parties. We will, however, mail you occasionally with information about important changes to our service.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

## **Virus protection**

We make every effort to check and test our website during production. However, we would advise you to run an anti-virus program on anything you download from the Internet. We accept no liability for any damage to your computer system or loss of data caused by using this website or arising as a result of having used the website.

## **Our cancellation policy**

You have 7 days from the receipt of payment to cancel your order. After this time cancellations and refunds are at Local Gems.co.uk discretion.

## **Links to other web sites**

We reserve the right to decide which websites we link to.

## **Your consent**

By disclosing your personal information to Local Gems.co.uk, you consent to the collection, storage and processing of your personal information in the manner set out in this Privacy policy.

## **Violation of Terms of use**

Local Gems.co.uk reserves the right to refuse any services deemed unlawful.