

# Terms of website use (these terms)

This agreement (the 'Agreement') together with the documents referred to on it sets forth the terms and conditions by which Willow Alexander limited offers you to use:

Our Websites:

[Willowalexander.co.uk](http://Willowalexander.co.uk)

[Willowalexandergardens.co.uk](http://Willowalexandergardens.co.uk)

[Willowalexanderfranchises.co.uk](http://Willowalexanderfranchises.co.uk)

whether as a guest or a registered user and regardless of how you access them.

## 1. Accessing our site

1.1. Access to our site is permitted on a temporary basis only, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

1.2. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

1.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our absolute opinion/discretion you have failed to comply with any of the provisions of/in these terms of use.

1.4. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

## 2. Creating an account and using our websites, apps, and account systems

2.1. Only people who are 18 /eighteen/ years old or older may create and use an account with Willow Alexander limited

2.2. You agree to always provide us with accurate and complete info, including if you provide us with your names, address of you or your property, date of birth, email address and/or any credit or debit card information or bank account details. We shall use this information according to our privacy policy.

2.3. You agree not to share your account or login credentials with anyone. You shall not sell, transfer or allow any other person to access your account or login credentials. You shall be entirely responsible for maintaining the confidentiality of your account and login credentials.

2.4. You agree to notify us immediately if you become aware of any breach of security, including any loss, theft or unauthorised access or disclosure of your account or login credentials.

2.5. You may terminate or suspend your account at any time by contacting us at [info@willowalexander.co.uk](mailto:info@willowalexander.co.uk)

2.6. We may terminate or suspend your account if we determine, at our absolute discretion that:

2.6.1. You have violated or are violating any term of this Agreement;

2.6.2. Willow Alexander have stopped or will stop offering any or all services in your area or country;

2.6.3. Terminating your account would be in best interest for Willow Alexander, the service providers or any third parties;

2.7. If your account is terminated, you will no longer have access to it, including not limited to, any of the data associated to the account, its contents, information, history or services. In case your account is terminated, Willow Alexander, any of our subsidiaries, partners, service providers, licensors or any other third parties related to us shall have no liability to you. We also reserve the right to terminate any other accounts you may have created or created in the future.

2.8. You hereby acknowledge that you have read, understood, considered and agree that creating and using any and all accounts that you created with Willow Alexander involves the risk that your account may be terminated or suspended and that, whenever you use the Willow Alexander websites or apps, you will bear the risk in mind and esteem to always adhere to the rules set forth in this Agreement and conduct yourself appropriately.

2.9. If you submit any creative ideas, suggestions or materials to us (the 'Unsolicited Ideas'), you grant Willow Alexander, any of our subsidiaries, partners, service providers, licensors and/or any other third parties related to us a worldwide, perpetual, irrevocable, sub-licensable, transferable, assignable, non-exclusive, and royalty-free right and license to use,

reproduce, distribute, adapt, modify, translate, create derivative works of, publicly perform, publicly display, digitally perform, make available to the public, communicate to the public, sell, offer for sale, and import any and all Unsolicited Ideas, including all copyrights, trademarks, trade secrets, patents, designs, industrial rights, and all other intellectual and proprietary rights related thereto, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, including sharing the Unsolicited Ideas with others, without any compensation to you. To the extent necessary, you agree that you undertake to execute and deliver any and all documents and perform any and all actions necessary or desirable to ensure that the rights to use the Unsolicited Ideas granted to us as specified above are valid, effective, and enforceable. Additionally, you give up any claim that the use by Willow Alexander, any of our subsidiaries, partners, service providers, licensors, licensees or any other third parties related to us, of your Unsolicited Ideas and violations of any of your rights, including moral rights, privacy rights, rights to publicity, proprietary or other rights, and rights to credit for the material or ideas set for therein.

2.10 While using our websites, apps and account systems, you must comply with all applicable laws, rules and regulations in the jurisdiction in which you reside, as well as the additional rules set out by our Agreement with you and the rules that govern your use of our services.

### **3. Transactions concluded through our site and our liability to you**

3.1. Our role is as/of an introductory agent for providers of wide range of cleaning and maintenance services and we are authorised by local providers to enter into a contract with you on the service providers' behalf. We will do this by taking your booking enquiry, allocating the booking to an available service provider (Provider) and then sending you an email confirming the details of your booking and providing a link to the services terms and conditions (links at bottom of document)

3.2. Once you have indicated your agreement to the services terms and conditions and the terms set out in the email using the link provided in the email, a contract will come into existence between you and the Provider.

3.3. Your contract is with the Provider and the responsibility for the provision of the services rests solely with the Provider. Please read the services terms and conditions carefully as they will be legally binding on you once you have indicated your agreement to them, directly or by confirming the booked service with the service provider.

3.4. Although your contract is with the Provider, we will continue to be your main point of contact whilst the Provider is providing the services that you have requested. Additionally, we may also process all non-cash payments from you on behalf of the Provider.

3.5. Please note that the responsibility for the provision of the services is the Provider's alone. You acknowledge and agree that we shall not be held responsible and incur no liability of any kind, under any circumstances whatsoever for the provision of services.

3.6 We welcome your feedback about Providers and if you experience problems of any kind with a Provider please contact us straightaway on **+44 800 047 8738**

## 4. Intellectual Property Rights

4.1. We are the owner or the licensee of all intellectual property in our websites and apps, and of the material published on it. Those works are protected by copyright laws and treaties around the world. We, Willow Alexander limited, any of our subsidiaries, partners, service providers, licensors or any other third parties related to us own and reserve all intellectual property rights and other rights and title in and to the Willow Alexander limited, and all data and content included therein, including, user accounts, computer and/or app code, titles, objects, chat logs, phone recordings, artwork, graphics, designs, photos, pictures, sounds, musical compositions and recordings, and methods of operation.

4.2. We grant you a limited, non-exclusive, non-transferable, revocable license to use and enjoy the Willow Alexander website, apps and account system, for your individual, non-commercial purposes only and expressly conditioned upon your compliance with the terms of this Agreement. Unless otherwise expressly authorised by us in a signed writing, you may not sell, copy, exchange, loan, reverse engineer, decompile, derive script from, translate, lease, grant security interest in, transfer, publish, assign or otherwise distribute any of the Willow Alexander Group intellectual property.

4.3. You acknowledge and agree that unless we grant you a license, in a signed written contract, you may never use any of our trademarks, service marks, trade names, logos, domain names, taglines, or trade dress. Any reproduction, redistribution, or modification of the Willow Alexander brand and its properties, or use of the Willow Alexander brand or its properties, not in accordance with this Agreement, is expressly prohibited and may result in civil and/or criminal penalties.

4.4. You acknowledge and agree that you shall have no ownership or other property interest in your account, and that all rights in and to your account are and shall forever be owned by and inure to the benefit of Willow Alexander brand.

4.5. You acknowledge and agree that you have no claim, right, title, ownership, or other proprietary interest in the contents of the websites and/or the apps, and/or any other credits accumulated through any Willow

Alexander' websites, apps or account systems, regardless of any consideration offered or paid in exchange.

4.6. You acknowledge and agree that Willow Alexander, any of our subsidiaries, partners, service providers, licensors or any other third parties related to us, shall not be liable in any manner for the deletion, modification, impairment, hacking, or any other damage or loss of any kind caused to content of the websites, apps, accounts and/or account systems, including deletion of any and all of the websites, apps, accounts, account systems and/or any and all accumulated credits.

4.7. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

4.8. 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.

4.9. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

4.10. You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

4.11. 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.

4.12. Willow Alexander, Willow Alexander Gardens, Willow Alexander Handyman, Willow Alexander Cleaners, Willow Alexander Dog Walkers, Willow Alexander Removals, Willow Alexander Energy, Willow Alexander Window Cleaners, Sustainabl+ are licensed to Willow Alexander Limited

4.13. If you're a copyright owner or agent thereof and believe that content posted on our websites or in our apps or elsewhere, infringes upon your copyright, please submit a notice to the Legal Department with:

- An electronic or physical signature of the person authorised to act on behalf of the copyright owner;
- A description of the copyrighted work that you claim has been infringed;
- The URL of the location on the website or a screenshot of the location in the app containing the material you claim is infringing;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or the person authorised to act on the copyright owner's behalf.

**Mail:** A Green Place, 5 Powerscroft Road, Sidcup, DA145DT

**Email:** [Admin@willowalexander.co.uk](mailto:Admin@willowalexander.co.uk)

Please note that these notifications are legal notices and that Willow Alexander may provide copies of such notices to the participants in the dispute or to third parties, at its discretion or as required by law. The privacy policy does not protect information provided in this notices.

## 5. Reliance on information posted

5.1. Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed.

5.2. We therefore refuse all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## 6. Our site changes regularly

6.1. We put a lot of effort to improve our services. Thus, our site is updated regularly, and we may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. You agree that we may change, update, suspend or restrict your access to any features, parts or the whole site and/or app, at any time, without notice or liability to you. Additionally, you understand and agree that Willow Alexander limited . might change any system specification requirements necessary to install and use the apps or the sites, in such case you are solely responsible to make sure that you meet the requirements for any necessary additional software or hardware, in order to use the apps or the sites.

6.2. Any of the material on our site may be out of date at any given time, and we are under no obligation to update any and all materials, whatsoever.

## 7. Our liability for the material on the site

7.1. Willow Alexander services and the materials displayed on our sites is provided to you on 'as is' and 'as available' basis, without any guarantees, warranties or representations of any kind, express or implied. To the fullest extent permitted by applicable law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

7.1.1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

7.1.2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our websites or in connection with the use, inability to use, or results of the use of our websites, apps, account

systems and/or any websites linked to it and any information and/or materials posted on it, including:

7.1.2.1. loss of income or revenue;

7.1.2.2. loss of business;

7.1.2.3. loss of profits or contracts;

7.1.2.4. loss of anticipated savings;

7.1.2.5. loss of data;

7.1.2.6. loss of goodwill;

7.1.2.7. wasted management or office time; and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

7.2. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **8. Indemnity**

8.1. You hereby acknowledge and agree to indemnify, defend and hold harmless Willow Alexander, any of our subsidiaries, partners, service providers, licensors, licensees or any other third parties related to us, our officers and directors from and against any and all claims, lawsuits, damages, losses, liabilities and costs that directly or indirectly arise or result from your use or misuse of the Willow alexander websites, apps, account systems, services, any violation by you of any of the provisions of this Agreement or the privacy policy or any infringement by you of any third party's right.

8.2. Willow Alexander limited reserves the right, at its own expense and in its sole and absolute discretion, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which even you will cooperate with Willow alexander in asserting any available defences.

## **9. Information about you and your visits to our site**

9.1. We monitor and may process information about you in accordance with our privacy policy

9.2. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.



## 10. Uploading material to our site

10.1. Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in these terms. You warrant that any such contribution does comply with those standards. In cases where any such contribution does not comply with those standards and is a cause for a claim or a dispute you agree and undertake to indemnify us for any breach of that warranty.

10.2. Any material you upload to our site will be considered non-confidential and nonproprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

10.3. You are responsible and liable for any and all communications, information, images, material, their contents and accuracy transmitted, uploaded or posted to our websites, apps or account systems by you to us and any third party.

10.4. You hereby acknowledge and agree that none of the communications, information, images, material and their contents will not be subject to any obligation, whether of confidentiality, attribution or otherwise, on the part of Willow Alexander service, any of our subsidiaries, partners, service providers, licensors, licensees or any other third parties related to us won't be liable for any and all use or disclosure of the communications, information, images, material and their contents. You waive any moral rights you may have in the content that you have posted to the maximum extent permitted by the laws of your jurisdiction.

10.5. You hereby represent, warrant and agree that the communications, information, images, materials and their contents shall not violate any third-party rights.

10.6. We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in these terms.

## 11. Viruses, hacking and other offences

11.1. 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.

11.2. 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.

11.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses 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 material posted on it, or on any website linked to it.

## 12. Linking to our site and removal of links

12.1. You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association or in misleading context.

12.2. Appropriate link text should always be used in links pointing to our website.

12.3. Our site must not be framed on any other site or use any similar technology in relation to the content of the website. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these terms.

12.4. If you wish to make any use of material on our site other than that set out above or to link to us for commercial purposes, please address your request to [admin@willowalexander.co.uk](mailto:admin@willowalexander.co.uk)

12.5. You agree that, should we request the deletion of a link to our website that is within your control, you will delete the link promptly.

12.6. If you would like us to remove a link to your website that is included on this website, please contact us. Unless you have a legal right to demand removal, such removal will be at our discretion.

## 13. Links from our site

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

13.2. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 14. Limitation of liability

14.1. Under no circumstances, and under no legal theory, whether in contract, tort (including negligence), strict liability or otherwise, shall Fantastic Services be liable to you or any other person for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind (including, damages for loss of business, loss of data, loss of goodwill, or lost profits), or any damages for gross negligence of any kind (including, damages for work stoppage, or any other commercial damages or losses) arising from your use or misuse of the Willow Alexander, even if Willow Alexander knew or should have known of the possibility of such damages. In no event shall Willow Alexander be liable for any damages in excess of any amount you have paid to Willow Alexander for provision of services, if any, during the six /6/ months immediately prior to the time your cause of action arose.

14.2. Notwithstanding the aforementioned limitations of liability nothing in this agreement shall limit Willow Alexander' liability:

14.2.1. for damage from injury to life, body or health due to negligent breach of duty or intentional or negligent breach of duty by a legal representative or a person used to perform an obligation of Willow Alexander services;

14.2.2. for other damage arising from a grossly negligent breach of duty by Willow Alexander or intentional or negligent breach of duty by a legal representative or a person used to perform an obligation of Willow Alexander;

14.2.3. for intentional misconduct;

14.2.4. for damage arising from a negligent breach of an obligation that is essential for the performance of the contract by Willow Alexander to the extent that is typical and foreseeable;

14.2.5. for any guarantee given by Willow Alexander to you; and

14.2.6. for any liability under a jurisdiction's applicable services liability legislation.

14.3. Because certain states or jurisdictions do not allow for exclusion or limitation of liability for certain types of losses or damages, in such states or jurisdictions, the liability of Willow Alexander shall be limited to the fullest extent permitted by applicable law.

## 15. Jurisdiction and applicable law

15.1. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

15.2. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 16. Alternative dispute resolution

16.1. Willow Alexander and you hereby agree to first attempt to informally negotiate any claim or dispute for at least 30 /thirty/ days.

16.2. You shall notify Willow Alexander of any claims that you have by sending a notice to:

Legal Department, A green place – 5 Powerscroft Road, Sidcup, DA145DT

16.3. This clause /13/ shall have no effect on any statutory rights to initiate a court proceeding in case of a dispute and shall not suspend any statutory limitation periods applicable to the bringing of a claim.

## 17. Variations

17.1. We may revise these terms of use 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 made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## 18. Partnership

You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and Willow Alexander, any of our subsidiaries, partners, service providers, licensors, licensees or any other third parties related to us, as a result of this Agreement and/or your use of the Willow Alexanders websites, apps and/or account systems.

## 19. Assigning

19.1. You hereby acknowledge and agree that Willow Alexander may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent.

19.2. You hereby acknowledge and agree that you may not assign the Agreement without Willow Alexander' prior written consent, and any unauthorised assignment by you shall be null and void.

## 20. Waiver

20.1. Willow Alexander omission to enforce any provision of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. Any waiver by Willow Alexander, any of our subsidiaries, partners, service providers, licensors, licensees or any other third parties related to us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

## 21. Severability

21.1. If any provision of this Agreement is held to be invalid or unenforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

21.2. If any provision cannot be reformed, any such provision shall be deemed severable from the terms of the Agreement and shall not affect the validity and enforceability of any remaining provisions.

## 22. Headings

22.1. The headings in this Agreement shall have no legal effect whatsoever and are provided for informational purposes only.

## 23. Term

23.1. This Agreement shall be effective as of the date that you indicated that you accept it, whether explicitly or by using the websites, apps and/or account systems of Willow Alexander , and shall last as long as you continue using the websites, apps and/or account systems of Willow Alexander

23.2 You may terminate this agreement by simply ceasing to use the websites, apps and/or account systems of Willow Alexander.

23.3. You may terminate your account by notifying Willow Alexander at [Admin@willowalexander.co.uk](mailto:Admin@willowalexander.co.uk)

## 24. Survivability

24.1. Clauses 2.2-2.4 (inclusive), 3, 4, 7, 8, 10, 14-22 (inclusive) shall survive the termination of this Agreement and continue to be in full force.

## 25. Entire Agreement

25.1. This Agreement represents the complete agreement between you and Willow Alexander concerning the use of our websites, apps and account systems, and supersedes any prior or contemporaneous agreements between you and Willow Alexander.

25.2. This clause shall have no effect and shall coexist with the Terms and Conditions of the actual services, and shall coexist and not supersede any other Willow Alexander policies referenced in this Agreement.

## 26. Your concerns

26.1 If you have any concerns about material which appears on our site, please contact [Admin@willowalexander.co.uk](mailto:Admin@willowalexander.co.uk)

You hereby acknowledge and agree that you have read, understood, considered and accept this Agreement, and that by using or accessing the Willow Alexander websites and/or apps, you are agreeing to be bound by the terms and conditions set forth herein.

**Thank you for visiting our site!**