

Mila Website Terms and Conditions of Use

These terms and conditions (the Terms of Use) set out the terms on which you may use our website <http://www.mila.co.uk> (our site), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use our site. By using our site, you indicate that you accept these Terms of Use and that you agree to abide by them.

We recommend that you print a copy of these Terms of Use for future reference.

Information About Us

<http://www.mila.co.uk> (our site) is a site operated by [Arran Isle Holdings Limited]. We are registered in [England and Wales under company number 00109354. Our registered office is at Premier Way, Lowfields Business Park, Elland, West Yorkshire, HX5 9HF.

If you have not made a purchase from us, and where we permit selected third parties to use your data, we (or they) will contact you with marketing if you have consented to this.

Accessing Our Site

Access to site is permitted on a temporary basis, 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.

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. We make no warranties, representations or undertakings about: any of the content of our site (including, without limitation, any as to the quality, accuracy, completeness or fitness for any particular purpose of such content) or any content of any other website referred to or accessed by hypertext link through our site.

From time to time, we may restrict access to some or all parts of our site, and we will not be liable for any disruption this may cause.

When using our site, the terms of the policies set out below shall also apply and we request that you comply with the provisions of these policies if you wish to use our site:

- privacy policy <http://www.mila.co.uk/portals/0/privacypolicy.doc> – this sets out how we collect and process your personal data. By using our site, you consent to such processing and
- cookies policy <http://www.mila.co.uk> – this sets out information about the cookies we use on our site and how you can go about removing them.

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.

Your Information and Account

Any information that you provide on our site must be complete and accurate. You must not impersonate any other person or entity or use a false name or a name that you are not authorised to use.

If you have set up an account, you may need to input your account and password details (login details) to access it. You are responsible for maintaining the confidentiality of your login details and any activities that occur under your account. If you have any concerns about your login details or think they have been misused, you should contact us straight away to let us know.

We have the right to disable any user account or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

Third Party Services

We may from time to time make available through our site certain services provided by third parties. To gain access to these services, you must deal with these third parties direct. We have no control over the content of those third party sites or the performance of these services. Accordingly, you use these services at your own risk and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

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

Liability

We have taken every care in the preparation of the content of our site. However, we will not be responsible for any errors or omissions or for any technical problems you may experience with our site. If we are informed of any inaccuracies in the content on our site we will attempt to correct this as soon as we reasonably can.

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable:
 - loss of income or revenue
 - loss of business
 - loss of profits or contracts
 - loss of anticipated savings
 - loss of data
 - loss of goodwill or
 - wasted management or office time.

To the extent permitted by law, we exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our site, any website linked to it and any materials posted on it.

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

Intellectual Property

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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 to material posted on our site.

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.

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

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.

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.

You grant us an irrevocable, exclusive licence to use any material you provide to us or upload to our site in connection with our business, including on our site and in marketing material for our business.

Acceptable Use

These acceptable use standards apply to any and all material which you contribute to our site ("contributions") including [blog posts], and questions submitted to us.

The following standards and requirements apply to your use of and contributions to our site. Your contributions must:

- be accurate (where they state facts)
- be genuinely held (where they state opinions) and
- comply with applicable law in the UK and in any country from which they are posted. Your contributions must not:
 - contain any material which is defamatory of any person or obscene, offensive, hateful or inflammatory
 - promote sexually explicit material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
 - infringe any copyright, database right or trade mark of any other person
 - be likely to deceive any person, including using your contributions to impersonate any person, or to misrepresent your identity or affiliation with any person
 - be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
 - promote any illegal activity or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse
 - be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person and
 - be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that they emanate from us, if this is not the case.

We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site
- issuing a warning to you
- taking legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- taking legal action against you and/or
- disclosing such information to law enforcement authorities as we reasonably feel necessary.

We are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Our interactive services shall be used by those over the age of 18 only.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not an exhaustive list, and we may take any other action we reasonably deem appropriate.

Viruses, Hacking and Other Offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware 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, a distributed denial-of service attack or similar attack.

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 cooperate 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.

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 device applications, 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.

Linking to Our Suite

You may link to our home page and our product pages, 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, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with applicable local, national or international law, regulation and good industry practice.

If you wish to make any use of content or material on our site other than that set out above, please address your email to us.

Other Terms

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 make, as they are binding on you, please see the table below for a summary of recent changes:

| Date of Change | Summary of Change |
|----------------|-------------------|
| | |
| | |

If any of these terms in the Terms of Use are held to be invalid, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law.

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 Terms of Use in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. If you are a resident of Scotland you may bring a claim in the Scottish courts.

At <http://www.mila.co.uk> we aim to delight our customers at all times. However, if you are unhappy about any aspect of our site or the service you receive from us and would like to make a complaint, please contact Customer Services.