



Website Terms and Conditions

Samantha Dene's Dance and Fitness

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1. Agreement to Terms

1.1 These Terms and Conditions constitute a legally binding agreement between you, whether personally or on behalf of an entity ("you"), and **Samantha Dene's Dance and Fitness** ("we", "us", or "our"), concerning your access to and use of the website **www.samanthadenesdanceandfitness.com** and any related applications (the "Site").

The Site provides links to an online booking system for dance and fitness classes for children and adults, as well as an e-commerce platform selling merchandise ("Services").

By accessing the Site and/or Services, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree, you must discontinue use immediately.

1.2 The supplemental policies referred to in Section 1.7, along with any additional terms posted on the Site from time to time, are incorporated by reference.

1.3 We may modify these Terms and Conditions at any time. Any updated version will include a revised date and becomes effective as soon as it is accessible. Continued use of the Site constitutes acceptance of the updated terms.

1.4 We may update or change the Site periodically to reflect product changes, user needs, or business priorities.

1.5 The Site is not intended for use or distribution in jurisdictions where such use is contrary to law or would subject us to registration requirements.

1.6 The Site is intended for users aged **18 or over**. Users under 18 may only use the Site or Services with parental permission.

1.7 Additional policies applicable to your use of the Site include:

- **Privacy Notice** – explains how we process your personal data.
- **Cookie Policy** – included within the Privacy Policy.
- **Terms and Conditions of sale** – applicable to purchases of services or merchandise.

2. Acceptable Use

2.1 You may only use the Site for purposes we make it available for. It must not be used for unauthorised commercial purposes.

2.2 As a user of the Site, you agree **not** to:

- Systematically retrieve data to create a database or directory without permission
- Make unauthorised use of the Site, including creating fake accounts
- Use buying or purchasing agents to make purchases
- Advertise or sell goods/services via the Site
- Circumvent or interfere with security features
- Engage in unauthorised framing or linking
- Mislead or defraud other users or us
- Misuse support services or submit false reports
- Disrupt or overburden the Site

- Impersonate another person or user
- Sell or transfer your profile
- Harass, abuse, or harm others
- Reverse engineer or decompile Site software
- Access restricted areas
- Upload viruses, malware, or harmful code
- Use automation tools such as bots, scripts, scrapers
- Copy or adapt Site software
- Disparage or harm our business
- Misrepresent your skills or experience
- Breach applicable laws
- Post or promote unauthorised products or services

3. Information You Provide to Us

3.1 You warrant that all registration information is accurate, current, and complete, and relates to you only. You agree to maintain updated information, keep your password confidential, and comply with these Terms and Conditions.

Notify us immediately at **samanthadenes@outlook.com** if you believe your login details have been compromised.

3.2 We may suspend or terminate your account if information provided is false, inaccurate, incomplete, or outdated. We may also change a username if it is inappropriate.

3.3 You may link Third-Party Accounts to your Site account. By doing so, you represent that you are entitled to grant such access without breaching the third party's terms.

3.4 By linking Third-Party Accounts, you allow us to access and store content from these accounts ("Social Network Content") and make it available on the Site. Access may cease if the third-party service becomes unavailable.

You can disable connections at any time by emailing us or adjusting your account settings.

We do not review Social Network Content and accept no responsibility for its accuracy or legality.

4. Content You Provide to Us

4.1 You may post content or send feedback ("User Content"). Other users may view this content.

4.2 You grant us a perpetual, royalty-free licence to use, display, and combine your User Content for any purpose without attribution.

4.3 We may remove User Content that breaches the Acceptable Use Policy.

4.4 We are not responsible for User Content, including errors, defamatory statements, or loss of content. User Content is not verified or endorsed by us.

4.5 You warrant that your User Content complies with the Acceptable Use Policy and agree to indemnify us for any breach.

4.7 To complain about User Content, contact **samanthadenes@outlook.com**.

5. Our Content

5.1 Our Content includes source code, databases, software, designs, audio, text, photos, graphics, and other materials.

5.2 You may not copy, reproduce, distribute, or exploit Our Content without written permission.

5.3 You must not attempt unauthorised access, or modify any part of the Site or Our Content.

5.4 We prepare the Site with reasonable care and use industry-standard virus detection.

5.5 Content is for general information only and should not be relied upon as advice.

5.6 Although efforts are made to update information, no guarantees are made regarding accuracy or completeness.

6. Links to Third-Party Content

6.1 The Site may contain links to third-party websites. We do not control or endorse these and accept no responsibility for their content.

6.2 Advertisers are responsible for their own goods and services. You purchase from them at your own risk.

7. Site Management

We may, at our discretion:

1. Monitor the Site for breaches
2. Take legal action against users who breach laws or these Terms
3. Restrict, disable, or remove Contributions

4. Remove excessively large files or burdensome content
5. Manage the Site to protect our rights and ensure functionality

7.2 We do not guarantee the Site is free from bugs or viruses.

7.3 You are responsible for your own device security.

8. Modifications and Availability

8.1 We may modify or remove Site content at any time.

8.2 We cannot guarantee uninterrupted access. We are not liable for downtime.

8.3 We may correct errors or update information without notice.

9. Disclaimer / Limitation of Liability

The Site is provided **as is** and **as available**. We exclude all warranties to the fullest extent permitted by law.

9.2 Our liability to you

We do not exclude liability where it would be unlawful to do so (e.g., negligence causing death or injury, fraud).

We are only responsible for foreseeable losses caused by our breach.

Our maximum liability is limited to **£50**, unless relating to product sales, which are governed separately.

Business Users

We are not liable for loss of profit, business, revenue, goodwill, or any indirect losses.

Consumer Users

We are not liable for business-related losses.
Your statutory consumer rights remain unaffected.

10. Term and Termination

10.1 These Terms remain in effect while you use the Site. You may terminate your account at any time.

10.2 We may deny access for any breach of these Terms or applicable law, without notice.

10.4 If your account is terminated, you may not create a new one without permission. We may pursue legal action if required.

11. Mobile Application

11.1 If you access Services through our mobile app, we grant you a non-transferable, limited licence to use it.

11.2 Business users must not reverse engineer, modify, or use the application for competitive purposes.

11.3 Additional App Distributor terms (Apple App Store / Google Play) apply, including warranty limitations and third-party beneficiary rights.

12. General

12.1 By using the Site, you consent to electronic communications.

12.2 These Terms constitute the entire agreement between you and us.

12.3 Failure to enforce any provision is not a waiver.

12.4 We may assign our rights at any time.

12.6 If any clause is unenforceable, the remainder stays in effect.

12.7 **Consumers:** These Terms are governed by English law. Courts of England & Wales have exclusive jurisdiction (with exceptions for Scotland and Northern Ireland).

12.8 **Business Users:** English law and courts of England & Wales apply.

12.9 Except for App Distributors, no third party has rights under these Terms.

12.10 For complaints or information:

Samantha Boden

East View

Rhosesmor Road

Mold

Flintshire

CH7 6PJ

Email: samanthadenes@outlook.com