# **Terms & Conditions**

## 1. Agreement

By using the Website you agree to be bound by these Terms and authorise us to transmit information (included updated information) to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

### 2. Amendments

We reserve the right to:

update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms;

modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents; and

disable any user identification code or password we have provided to you, 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.

## 3. Privacy Policy

We will treat all your personal information as confidential and will only use it in accordance with our Privacy Policy. In addition, we will process information about you in accordance with our Privacy Policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment information.

## 4. Protecting Your Security

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.

We take the risk of internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are

thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks and we ask for your cooperation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities.

## 5. Compliance

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to:

- upload or transmit through the Website any computer viruses, Trojans, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- upload or transmit through the Website any material which is defamatory, offensive or of an obscene character;
- 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.

We will not be liable for any loss or damage caused by a distributed denial-ofservice 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 Website or to your downloading of any material posted on it, or on any website linked to it

## 6. Third Party Links

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. For your information, we are not responsible for such websites or material nor do we review or endorse them. We will not be liable for the privacy practices or content of such websites nor for any damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

#### 7. Intellectual Property

The content of the Website is protected by copyright, trade marks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licencors.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

#### 8. Limitation of Liability

#### Use of Website

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the Internet.

Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct this as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

- incompatibility of the Website with any of your equipment, software or telecommunications links;
- technical problems including errors or interruptions of the Website;
- unsuitability, unreliability or inaccuracy of the Website; and
- failure of the Website to meet your requirements.

To the full extent allowed by applicable law, you agree that we will not be liable to you or any third party for any consequential or incidental damages (both of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to your use of the Website.

#### 9. Severance

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

#### 10. Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

#### **11. Entire Agreement**

These Terms form the entire basis of any agreement reached between you and us.

## 12. Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts.