



22 Jacques Lane, Clophill, Bedfordshire MK45 4BS

The Terms of Use, Privacy & Cookie Policy and Trading Terms (if applicable) set out the basis on which you use the Site.

### **Terms of Use**

#### **1. Introduction**

- 1.1** This website ("<http://thebluecat.net>") promotes the business referred to on it. In these conditions, the business will be referred to as 'we' and/or 'our'.
- 1.2** Use of our Site is on the following terms (the "**Terms of Use**"). If you do not agree to these Terms of Use, please stop using our Site immediately. By accessing and using our Site you are indicating your acceptance to be bound by these Terms of Use. They are a legal agreement between you and us and can only be amended with our consent. They should be read in conjunction with any details provided on our Site about how our Site operates and the services which are available, including our Privacy & Cookie Policy and Trading Terms (if applicable).
- 1.3** We reserve the right to change these Terms of Use from time to time without prior notice by changing them on our Site.

#### **2. Accessing our Site**

- 2.1** We cannot guarantee that our Site will operate continuously or without interruptions or be error-free. You must not attempt to interfere with the proper working of our Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt our Site or any computer system, server, router or any other internet-connected device.
- 2.2** You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our Site and is compatible with our Site. You also understand that we cannot and do not guarantee or warrant that any content on our Site will be free from infection, viruses and/ or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the safety and reliability of data input and output.
- 2.4** We reserve the right, in our discretion, to withdraw, suspend or modify our Site or certain features or parts of our Site with or without notice to you, where we have reason to do so. There may also be times when our Site or certain features or parts of our Site become unavailable, whether on a scheduled or unscheduled basis. You agree that we will not be liable to you or to any third party for any withdrawal, modification, unavailability, suspension or discontinuance of our Site or any service available on or through our Site.

#### **3. Using our Site**



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- 3.1** You must use our Site and the information available from our Site responsibly. No such information may be used for or in connection with any unlawful, immoral or anti-social purpose, or in a manner which is or may be damaging to our name or reputation.
- 3.2** You cannot use our Site:
- a. for any unlawful purpose;
  - b. to send spam;
  - c. to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to us, our customers or suppliers;
  - d. to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
  - e. to tamper with, update or change any part of our Site;
  - f. in a way that affects how it is run;
  - g. in a way that imposes an unreasonable or disproportionately large burden on us or our suppliers' communications and technical systems as determined by us; or
  - h. using any automated means to monitor or copy our Site or its content, or to interfere with or attempt to interfere with how our Site works.

#### **4. Intellectual property rights**

- 4.1** All content on our Site including but not limited to text, software, photographs and graphics is protected by copyright. We, or our licensors, own copyright and/or database rights in the selection, coordination, arrangement and enhancement of such content, as well as in the original content. Except as expressly set out in these Terms of Use, nothing in these Terms of Use shall give you any rights in respect of any intellectual property owned by us or our licensors. You shall not assert or attempt to obtain any such rights and you shall not use, copy, reproduce, modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, our name, trade marks, logos or other proprietary marks, or any of the content of our Site, in whole or in part, except as provided in these Terms of Use.

#### **5. If you provide content for our Site**

- 5.1** If you provide any material to our Site (for example, by providing ratings and reviews, comments, articles or uploading any other content in any format (including video) (each **"User Content"**) you agree to grant us permission, irrevocably and free of charge, to use the User Content (including adapting it for operational or editorial reasons) in any media worldwide, for our own marketing, research and promotional activities and our internal business purposes which may include providing the User Content to selected third party partners, service providers, social media and networking sites.
- 5.2** You own your User Content at all times, and you continue to have the right to use it in any way you choose.
- 5.3** By providing any User Content to our Site you confirm that such User Content:



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- a. is your own original work or you are authorised to provide it to our Site and that you have the right to give us permission to use it for the purposes set out in these Terms of Use;
  - b. will not contain or promote anything illegal, harmful, misleading, abusive, defamatory (that is, it does not damage someone's good reputation) or anything else that might cause widespread offence or bring us or our business partners into disrepute;
  - c. does not take away or affect any other person's privacy rights, contract rights or any other rights;
  - d. does not contain any virus or other code that may damage, interfere with or otherwise adversely affect the operation of our Site;
  - e. will, if used to promote your own business or services, clearly and openly state your association with the particular business expressly; and
  - f. will not contain any form of mass-mailing or spam.
- 5.4** If you do not want to grant us the permissions set out above, please do not provide any material to our Site.
- 5.5** We have no obligation to publish your User Content on our Site and we retain the right to remove any User Content at any time and for any reason.
- 5.6** .. If you believe that any User Content does not comply with the requirements set out in this paragraph, please notify us immediately. We will then review the User Content and, where we deem it appropriate, remove it within a reasonable time.
- 6. Our liability**
- 6.1** Although we hope our Site will be of interest to users, we accept no liability and offer no warranties or conditions in relation to our Site or its content, to the fullest extent such liability can be excluded by law.
- 6.2** There is no limit to what we and the people who provide our services will be liable for if someone dies or is injured because of our negligence or because we have committed fraud.
- 6.3** Under no circumstances will we, the owner or operator of our Site, or any other organisation involved in creating, producing, maintaining or distributing our Site be liable, whether in contract, tort (including negligence), breach of a statutory duty, even if foreseeable, for any loss of:
- a. profits, sales, business, or revenue;
  - b. business interruption;
  - c. anticipated savings;
  - d. business opportunity, goodwill or reputation;
  - e. use of, or corruption to information; or
  - f. information.



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- 6.4** If we do not keep to these conditions, then we will only be liable for losses you have suffered as a direct result. We are not liable to you for any other losses whether such losses are because we have not kept to our obligations or contract, because of something we have done or not done in negligence, due to defamatory statements or liability for a product or otherwise as a result of:
- a. use of, or inability to use, our Site;
  - b. use of or reliance on any content displayed on our Site; any mistake, fault, failure to do something, missing information, or virus on our Site or if it does not work properly because of incidents outside of our control such as (but not limited to) interruptions to communication and networks and circumstances beyond our control;
  - c. theft, destruction of information or someone getting access to our records, programs or services without our permission; or
  - d. goods, products, services or information received through or advertised on any website which we link to from our Site.

## **7. General**

- 7.1** Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.
- 7.2** Any formal legal notices should be sent to us using the details set out on our Site.
- 7.3** Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms of Use.
- 7.4** If any part of these Terms of Use is found to be unenforceable as a matter of law, all other parts of these Terms of Use shall be unaffected and shall remain in force.

## **8. Governing Law and Jurisdiction**

- 8.1** These conditions make up the whole agreement between you and us in how you use our Site. If a court decides that a condition is not valid, the rest of the conditions will still apply.
- 8.2.** The laws of England and Wales apply to your use of our Site and these conditions. We control our Site from within the United Kingdom. However, you can get access to our Site from other places around the world. Although, these places may have different laws from the laws of England and Wales, by using our Site you agree that the laws of England and Wales will apply to everything relating to you using our Site and you agree to keep to these laws. We have the right to take you to court in the country you live in.

## **9. How to contact us**



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- 9.1** If you experience problems with our Site or would like to comment on it, please feel free to contact us by using the details set out on our Site.

## **Privacy & Cookie Policy**

### **1. Introduction**

- 1.1** We are committed to protecting and respecting your privacy.
- 1.2** This Privacy & Cookie Policy (together with our Terms of Use and Trading Terms (if applicable)) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.
- 1.3** For the purpose of European Union Data Protection legislation, we (as defined and detailed in our Site) are the data controller.

### **2. Information we may collect from you**

- 2.1** We may collect and process the following data about you:
- 2.1.1** details of transactions you carry out through our Site and the fulfilment of your orders;
  - 2.1.2** information that you provide by filling in forms on our Site, including but not limited to, information provided at the time of registering to use our Site, subscribing to any service, posting material or requesting further services. We may also ask you for information when you enter a competition or promotion sponsored by us;
  - 2.1.3** information from surveys that we use for research purposes, if you choose to respond to them;
  - 2.1.4** communications you send to us, for example to report a problem with or submit a comment regarding our Site; and
  - 2.1.5** details of your visits to our Site, including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

### **3. IP addresses and cookies**

- 3.1** We may collect information about your computer, including, where available your IP address, operating system and browser type, for system administration. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.



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**3.2** For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our Site and to deliver a better and more personalised service. They enable us to:

**3.2.1** estimate our audience size and usage pattern;

**3.2.2** store information about your preferences, and so allow us to customise our Site according to your individual interests;

**3.2.3** speed up your searches; and

**3.2.4** recognise you when you return to our Site.

**3.3** You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting, you may be unable to access certain parts of our Site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you use our Site. The "Help" menu of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. For more information about cookies and how to stop cookies being installed or how to delete existing cookies from your hard drive visit the following website: <http://www.allaboutcookies.org>.

#### **4. What cookies are used on our Site**

**4.1** The cookies we and our business partners use on our Site are broadly grouped into the following categories:

**Essential** – Some of the cookies on our Site are essential for us to be able to provide you with a service you have requested. An example of this could be a cookie used to enable you to log into your account on our Site or which allows communication between your browser and our Site. Our cookie preference cookie described in the section "How can I reject or opt out of receiving cookies?" is also an essential cookie. You may not be able to use our Site without these cookies.

**Analytics** – We use analytics cookies to help us understand how users engage with our Site. An example is counting the number of different people coming to our Site or using a particular feature, rather than the total number of times the site or feature is used. Without this cookie, if you visited our Site once each week for three weeks we would count you as three separate users. We would find it difficult to analyse how well our Site was performing and improve it without these cookies.

**User Cookies** – We use cookies to improve your experience by remembering your preferences so we know how you like to use our Site. Examples of this would be remembering you so that you are served with the same content or to remember you when you come back to our Site.



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**Social Sharing** – We use third party cookies to allow you to share content directly on the social networking/sharing sites like Facebook, Twitter or Google+. Examples would be if you wanted to “like” or “tweet” about us or our products or services. Please see our “Third Party Cookies” section below for more details.

**Interest-Based Advertising** – You will have noticed that when you visit websites you will be shown adverts for products and services you may wish to buy. The money made by website owners for showing third party adverts on their websites often pays for the cost of running the website and therefore usually allows you to use the website without having to pay a registration or usage fee. To try and ensure that the adverts you see are relevant to you third party cookies may be used to collect information about the types of things that interest you, for example websites you visit and the geography that you are based in. Having these cookies does not increase the number of adverts you will be shown, but simply makes the adverts you see more relevant. Please see our “Third Party Cookies” section below for more details.

## 5. Third party cookies

**5.1** Some of the cookies described in the "What Cookies are used on our Site" section above are stored on your machine by third parties when you use our Site. Third parties may also read cookies on your browser to collect information or to serve content or advertisements to you. We have no control over these cookies or how the third parties use them. They are used to allow that third party to provide a service to us, for example analytics. For more information on these cookies and how to disable them, please see:

**5.1.1** Internet Advertising Bureau website at <http://www.youronlinechoices.com/> where you will be able to opt-out of receiving Interest-Based Advertising cookies from some of the third parties listed below; and/or

**5.1.2** If you want to know more about how cookies work and how to manage or delete them, visit the [World Wide Web Consortium's website: http://www.w3.org/Security/Faq/wwwsf2.html#CLT-Q10](http://www.w3.org/Security/Faq/wwwsf2.html#CLT-Q10).

## 6. Where we store your personal data

**6.1** When we use your information as described in this Privacy & Cookie Policy, this may occasionally involve sending your information around the world (and in particular where you are located within the European Economic Area (EEA), this includes sending it outside the EEA). By providing us with your personal information, you agree that we may transfer, store and process your information in this manner.

**6.2** Unfortunately, the transmission of information via the internet is not completely secure. Although we employ security measures designed to protect your personal data, we cannot guarantee the security of your data transmitted to our Site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.



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## **7. How we process and store your information**

- 7.1** The data that we collect from you is processed by staff who work either for us or for one of our service providers. Such staff may be engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services.
- 7.2** Your data may be transferred to, and stored at, a destination outside the European Economic Area (**EEA**). It may also be processed by staff operating outside the EEA. By submitting your personal data, you agree to this transfer, storing and/or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy & Cookie Policy.
- 7.3** All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain features or parts of our Site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
- 7.4** Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. Remember to close your browser when you have finished your user session. This will help to ensure that others do not access your personal information if you share your computer or use a computer in a public places such as a library or internet café.

## **8. Uses made of the information**

- 8.1** We use information held about you in the following ways:
  - 8.1.1** to carry out our obligations arising from any contracts entered into between you and us, for example to fulfil your orders;
  - 8.1.2** to provide you with information, products or services that you request from us or which we feel may interest you, where you have indicated that you wish to be contacted for such purposes by post, email, SMS, telephone or other means of electronic communication;
  - 8.1.3** to ensure that content from our Site is presented in the most effective manner for you and for your computer;
  - 8.1.4** to allow you to participate in interactive features of our service, when you choose to do so; and
  - 8.1.5** to notify you about changes to our service.



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**8.2** We may also use your data, or permit selected third parties to use your data, to provide you with information about third party goods and services which may be of interest to you and we or they may contact you about these, where you have indicated that you wish to be contacted for such purposes by post, email, SMS, telephone or other means of electronic communication.

**8.3** If you do not want us to use your data for direct marketing purposes, or to pass your details on to third parties for marketing purposes, please check or un-check (as directed) the relevant box situated on the form on which we collect your data.

## **9. Disclosure of your information**

**9.1** We may disclose your personal information to any affiliated company within our group.

**9.2** We may disclose your personal information to third parties:

**9.2.1** in the event that we sell or buy any business, assets or shares, in which case we may disclose your personal data to the prospective seller or buyer of such business, assets;

**9.2.2** if we or substantially all of our assets are acquired by a third party, in which case personal data held by us about our customers will be one of the transferred assets; or

**9.2.3** if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions; or to protect our rights, property, or safety, or those of our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **10. Your rights**

**10.1** You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes. You can exercise your right to prevent such processing by checking or un-checking (as directed) certain boxes on the forms we use to collect your data or by following the unsubscribe link on any marketing emails we send you. You can also exercise the right at any time by contacting us using the details set out on our Site.

## **11. Access to your information**

**11.1** The Data Protection Act 1998 gives you the right to access information held about you. Your right of access can be exercised in accordance with that Act. Any access request may be subject to a fee not exceeding £10 to meet our costs in providing you with details of the information we hold about you.

## **12. Changes to this Privacy & Cookie Policy**



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**12.1** We may update this Privacy & Cookie Policy from time to time so you may want to check it each time you give us personal information or look at or change your personal details on our Site.

**13. How to contact us**

**13.1** If you have any questions, comments or requests regarding this Privacy & Cookie Policy, please feel free to contact us by using the details set out on our Site.

**Trading Terms**

**(applicable only if the Site can be used to purchase goods or services)**

**1. Introduction**

**1.1** The terms contained in this document (**Trading Terms**) apply to all transactions for the purchase of products and services (each a **“Service”** or, two or more, the **“Services”**) from the Site. By ordering any Services from our Site you are indicating your acceptance to be bound by these Trading Terms. They form a legal agreement between you and us and can only be amended with our consent. You can print a copy of these Trading Terms by selecting the print option from the “File” menu of your browser.

**1.2** In the event that the Site contains separate terms of trading linked to via the Site homepage, in the case of conflict between those terms of trading and these Trading Terms the terms of trading shall prevail over these Trading Terms.

**1.3** We reserve the right to change these Trading Terms from time to time without prior notice to you, provided that any such change will not affect any purchases you have made before the change is implemented.

**2. Ordering**

**2.1** You may place an order to purchase a Service advertised for sale on our Site by following the onscreen prompts after clicking on the item you are interested in. You will have an opportunity to check and correct any input errors in your order up until the point at which you submit your order by clicking the “Place Order” button on the checkout page.

**2.2** All orders placed by you are subject to acceptance by us. We may choose not to accept your order for any reason and will not be liable to you or to anyone else in those circumstances.

**2.3** After submitting an order to us, you will be sent an order acknowledgement email with your order reference and details of the products you have ordered. Acceptance of your order and the formation of the contract between us will take place when we send you an email confirming that the products you have ordered are being dispatched to you, unless we have notified you that we



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do not accept your order or you have already cancelled it in accordance with the provisions below ([see Cancellations and Returns](#)).

- 2.4** If your order includes Service(s) which are not available from stock, we will contact you by email or by telephone to ask you how you wish to proceed. You will have the option to wait until the Service(s) are available from stock, or cancel your order.

### **3. Prices and payment**

- 3.1** The prices of Services advertised for sale on our Site are as set out on our Site. All prices are in pounds (£) sterling, exclusive of VAT, and shipping charges. Shipping charges will be added to the total amount due once you have selected a shipping service from the available option as set out in Shipping Information.
- 3.2** Prices may change at any time prior to (but not after) acceptance of your order.
- 3.3** We cannot accept your order until you have paid for it in full.
- 3.4** In the unlikely event that the price of an item has been incorrectly advertised on our Site, we will contact you by email or telephone to ask whether you wish to proceed with the order at the correct price. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the order. Unless we have already confirmed dispatch of your order, we will not be obliged to supply Services at the incorrect price.

### **4. Delivery/ Shipping**

- 4.1** Subject to availability, we will use all reasonable endeavours to deliver the Services you have ordered as soon as possible after your order is accepted by us.
- 4.2** We will deliver directly to the address specified in your order.
- 4.3** The precise timing of a delivery cannot be specified. Certain deliveries may require a signature to confirm receipt.
- 4.4** Once delivered, the Services ordered will become your property and your responsibility and, except in relation to Services that are damaged or faulty when delivered or have been incorrectly delivered, we will not accept any liability for their loss, damage or destruction after they have been delivered.

### **5. Cancellations and returns**

- 5.1** Unless one of the exceptions listed in Clause 5.4, below applies, you may cancel your order (or any part of it) without giving any reason within fourteen (14) days. The cancellation period will expire fourteen (14) days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. To exercise the right to cancel, you must notify us, giving us your full name, address and order reference (if any) or, alternatively, by returning the Services, in accordance with the provisions below (see [Clause 5.4](#)).
- 5.2** To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.



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- 5.3** If you cancel this contract, we will reimburse to you all payments received from you, including the cost of delivery/ shipping (except for the supplementary costs arising if you chose a type of delivery/ shipping other than the least expensive type of standard delivery/ shipping offered by us). We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold the reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. Alternatively, you may ask us to substitute a Service, rather than provide you with a refund, but we can only do that if the Service you wish to substitute is of equivalent value to the order you are cancelling.
- 5.4** You may not cancel your order if:
- i. you have taken any audio and/or visual recordings or computer software out of the sealed packaging in which they were delivered to you;
  - ii. the Services consist of perishable items, or have been sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
  - iii. the Services have been customised or made to your own specifications;
  - iv. any Services you have started to download or stream; or
  - v. any Services which become mixed inseparably with other items after their delivery,
- unless such Services were damaged or faulty when delivered to you or have been incorrectly delivered.
- 5.5** All such Services should be returned within fourteen (14) days of you cancelling your order and, in any event, no later than twenty-eight (28) days after the Service(s) have been delivered to you, in accordance with the following process:
- a. pack the returns parcel securely, ensuring you include the returns note that will have been included in the package in which your order was delivered, and attach the returns address label that will also have been included; and
  - b. return the parcel to us, we suggest, either by courier or by recorded delivery mail or other form of certified mail. We advise that you take out enough postal insurance to cover the value of the contents.
- 5.6** Our policy on cancellations and returns does not affect your statutory legal rights.
- 6. Faulty Services**
- 6.1** If any Service you purchase is damaged or faulty when delivered to you we may offer a repair, exchange or refund as appropriate, in accordance with your legal rights. If you believe a Service is faulty, you should notify us to arrange for the return of the Service(s).
- 6.2** Our policy on faulty Services does not affect your statutory legal rights.
- 7. Service Information**



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- 7.1** We have taken reasonable steps to display as accurately as possible the colours and other detailing of our Services in the images that appear on our Site. However, as the actual colours and detailing you see onscreen will depend on your monitor, we cannot guarantee that your monitor's display of any colour or other detailing will exactly reflect the colour or detailing of the Service(s) upon delivery.
- 7.2** From time to time, our stores may run special or local promotions which may not be available online, or we may offer special promotions online that are not available in our stores. Please note that, unless expressly stated on our Site, purchases made online do not qualify for points under any loyalty card scheme or discounts under any discount card scheme which we may operate in our stores.
- 7.3** Any information on our Site regarding sizing of Services is included as a guide only. If you are in any doubt as to the size of any Service you require, we recommend that you contact us prior to placing an order.
- 8. Orders for delivery outside the United Kingdom**
- 8.1** If you choose to access our Site from outside the United Kingdom, you are responsible for complying with local laws, if and to the extent that they are applicable. We do not represent or warrant that any Service(s) on our Site is appropriate for use or available in locations outside of the United Kingdom, or that it complies with any legal or regulatory requirements of such other locations.
- 8.2** Please contact us before ordering Services for delivery outside the United Kingdom. We may refuse to accept your order should you not contact us before ordering. Subject to us agreeing to and being able to deliver the Services outside the United Kingdom, as they may be subject to import duties and taxes. You will be responsible for these. We have no control over such charges and cannot advise you as to what they may be, although your local customs office may be able to assist. For deliveries outside the United Kingdom, you will be regarded as the importer and it is your responsibility to comply with all laws and regulations of the country in which the Services are to be delivered. Cross-border deliveries may be subject to opening and inspection by customs authorities.
- 9. Security**
- 9.1** We understand that you may have concerns about security on the internet. Our Site uses a secure server in our online ordering process to protect your personal information.
- 9.2** When you proceed to the checkout, before you are prompted to complete your billing and shipping address, your browser will go into secure mode. Data relating to your order and your personal and payment card details will all pass to our server in an encrypted format. As soon as you have finished ordering you will exit secure mode. As an additional protection for you, our system is designed so that you cannot place an order until you are safely within secure mode.
- 9.3** We recommend that you do not communicate your payment card details to anyone, including us, by email. We cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility.
- 9.4** If you have any additional queries about security, please contact us.



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**10. Our liability**

- 10.1 We will not be liable to you where performance of any of our obligations is prevented or restricted by any circumstance or cause beyond our reasonable control.
- 10.2 You are responsible for the use you make of the Service(s) you order. To the extent not prohibited by law, we accept no liability for any loss or damage which is not reasonably foreseeable or for any business loss (which includes loss of profits, contracts, goodwill, business interruption, loss of business or opportunity and other similar losses).
- 10.3 We accept liability for death or personal injury caused by our negligence and responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.
- 10.4 Nothing in this section or elsewhere in our Trading Terms affects your statutory legal rights.

**11. Personal Data**

- 11.1 We will only use your personal information in accordance with our Privacy & Cookie Policy. Please take the time to read our Privacy & Cookie Policy, as it includes important terms which apply to you.

**12. General**

- 12.1 Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Trading Terms.
- 12.2 If any part of these Trading Terms is found to be unenforceable as a matter of law, all other parts of these Trading Terms shall be unaffected and shall remain in force.
- 12.3 You and we agree that English law applies to these Trading Terms and that any dispute between us arising out of or in connection with these Trading Terms will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there. We are required by law to inform you that purchases can be concluded in English only and that no public filing requirements apply.
- 12.4 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 12.5 Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Trading Terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

**13. How to contact us**

- 13.1 Please feel free to contact us using the details set out on our Site.