

## Website Terms and Conditions

**By using this website you are deemed to have read and agreed to the following terms and conditions:**

**Disclaimer - Exclusions and Limitations:** The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- Excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- Excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

**Privacy Statement:** We are committed to protecting your privacy, only authorised employees within the company on a need to know basis use any information collected from individual customers.

**Confidentiality:** Client records are regarded as confidential and therefore will not be divulged to any third party, other than our manufacturer/supplier(s) and if legally required to do so to the appropriate authorities. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

**Payment:** Our Terms are payment in full by electronic bank transfer within seven days. All goods remain the property of the Company until paid for in full. Monies that remain outstanding by the due date could incur late payment interest at the rate of 2% above the prevailing Bank of England's base rate on the outstanding balance until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through Claims Court. You shall be liable for any and all additional administrative and/or court costs.

**Termination of Agreements and Refunds Policy:** Both the Client and Ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway.

**Cancellation Policy:** Notification of cancellation of a Service Agreement, Project and/or Order is required, in person, via email, landline and/or mobile telephone, or any other means will be accepted subject to confirmation in writing. We reserve the right to levy a charge for work undertaken prior to cancellation to cover any costs incurred and/or subsequent administrative expenses.

**Availability:** You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication

of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

**Cookies:** Like most interactive web sites this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

**Links to this website:** You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

**Links from this website:** We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or materials appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

**Copyright Notice:** Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website.

**Trademark:** This Company's name and logo are registered trademarks of this Company in the United Kingdom.

**Communication:** We have several different e-mail addresses for different queries. These, & other contact information, can be found on our **Say Hello** link on our website.

This company is registered in England and Wales, Number 8494240, registered office 3-4 Great Marlborough Street, London W1F 7HH.

**Force Majeure:** Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

**Waiver:** Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

**General:** The laws of England and Wales govern these terms and conditions. By accessing this website and using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

**Notification of Changes:** The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

**Disclaimer:** This website is provided “as is” without any representations or warranties, express or implied. The Company makes no representations or warranties in relation to this website or the information and materials provided on this website. Without prejudice to the generality of the foregoing paragraph, The Company does not warrant that: this website will be constantly available, or available at all; or the information on this website is complete, true, accurate or non-misleading. Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

The Company will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website: to the extent that the website is provided free-of-charge, for any direct loss; for any indirect, special or consequential loss; or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information, systems or data. These limitations of liability apply even if The Company has been expressly advised of the potential loss.

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit The Company’s liability in respect of any: death or personal injury caused by The Company’s negligence; fraud or fraudulent misrepresentation on the part of The Company; or matter which it would be illegal or unlawful for The Company to exclude or limit, or to attempt or purport to exclude or limit, its liability.

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

**These terms and conditions form part of the Agreement between the Client and Ourselves. You're accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.**

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