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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

## **Website usage terms and conditions**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use,

which together with our privacy policy govern [Runaround]'s relationship with you in relation to this website.

The term '[Runaround]' or 'us' or 'we' refers to the owner of the website whose registered office is [2 Sinderland Green Cottages, Cheshire, WA14 5SS]. Our company registration number is [company registration number and place of registration]. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
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- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without [Runaround]'s prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

## **STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS**

**OF**

**Runaround**

### **1 DEFINITIONS**

In this document the following words shall have the following meanings:

- 1.1 "Buyer" means the person who buys Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.4 "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time;
- 1.4 "Seller" means Runaround of 2 Sinderland Green Cottages,Cheshire,WA14 5SS;
- 1.5 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

## **2 GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.

## **3 PRICE AND PAYMENT**

- 3.1 The price of the Goods shall be that stipulated in the Seller's current List Price/on the Seller's website/as contained in the Seller's Quotation (as applicable) at the date of order or as agreed between the parties. The price is exclusive of any delivery charges.
- 3.2 Payment of the total purchase price (including any delivery charges) must be made in full before dispatch of the Goods.

## **4 DELIVERY**

- 4.1 Delivery of the Goods shall be made by the Seller notifying the Buyer that the Goods are available for collection at the Seller's premises or for delivery to such place and on such terms as agreed between the Seller and the Buyer at the time the order is placed.
- 4.2 All Goods, wherever possible, will be delivered within 28 days of the order being placed and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 4.3 The Seller shall use its reasonable endeavours to meet any date stated for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.
- 4.4 Some Goods may not be in stock at the time the order is placed. In the event that the Seller is unable to deliver the Goods within the time specified in Clause 4.2, the Seller will contact the Buyer to advise of the situation and the Buyer shall be entitled to cancel the order and receive a full refund or agree a later delivery date.
- 4.5 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

## **5 WARRANTY**

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller.

## **6 CANCELLATION AND RETURNS**

- 6.1 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 7 days of delivery if the Goods are damaged or do not comply with any of the Contract.
- 6.2 Where a claim of defect or damage is made then it shall be the responsibility of the Seller to collect faulty Goods if the items are large, otherwise the Goods shall be returned by the Buyer to the Seller and the Buyer shall be entitled to replacement Goods or a full refund (including delivery costs, if applicable) plus any return postal charges if the Goods are in fact defective.
- 6.3 Goods to be returned must clearly show the order number obtained from the Seller on the package.
- 6.4 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

- 6.5 Where Goods are purchased via the internet, by mail order or by phone or fax, the Buyer has the right, in addition to any other rights, to cancel the Goods and receive a refund by informing the Seller in writing or by email within 7 working days of receipt of the Goods. Goods must be returned at the Buyer's cost and should be adequately insured during the return journey. The Buyer shall receive a refund of all monies paid for the Goods (including delivery charges, if any) except for return postal charges within 30 days of cancellation.

## **7 LIMITATION OF LIABILITY**

- 7.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury, however the Seller shall not be liable for any direct loss or damage suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Goods.
- 7.2 The Seller shall not be liable under any circumstances to the Buyer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

## **8 FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **9 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **10 GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## Business privacy policy

This privacy policy sets out how [Runaround] uses and protects any information that you give [Runaround] when you use this website.

[Runaround] is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

[Runaround] may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from [date].

### **What we collect**

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

### **What we do with the information we gather**

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

### **Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

### **How we use cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### **Links to other websites**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

### **Controlling your personal information**

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [info@runaround.co.uk]

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the

information held on you please write to [2 Sinderland Green Cottages,Dunham Massey,Cheshire,WA14 5SS].

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.