



## **EWL*Online* Terms and Conditions of Sale**

### **1 INTRODUCTION**

- 1.1 Please read these terms and conditions carefully before using the website operated by England Worthside Ltd (Company Number 1333644; VAT Number GB 607 1517 62) ('we' or 'us'). In particular, we draw your attention to clauses 11(Applicability of online information) and 15(Liability). By ticking the 'I Accept' box prior to entering *EWLOnline* you agree to be legally bound by these terms and conditions.
- 1.2 Without prejudice to the above, by using or accessing *EWLOnline*, you agree to be legally bound by these terms and conditions of use as they apply to your use of or access to *EWLOnline*.
- 1.3 If you do not wish to be bound by these terms and conditions then you may not use *EWLOnline*.

### **2 NATURE OF EWLONLINE**

- 2.1 *EWLOnline* is a place for you to select and order England Worthside Ltd's products (the 'Products'). *EWLOnline* describes the Products in more detail.
- 2.2 Please note that the contents of *EWLOnline* are aimed at users aged 18 and above, and you must be over 18 years to purchase the Products, using the payment method displayed on *EWLOnline*.

### **3 BUYING PRODUCTS ON EWLONLINE**

- 3.1 To order a Product you will need to follow the ordering procedures set out on our order page. Details of our prices for the Products, and the procedures for payment and delivery are displayed on *EWLOnline*.
- 3.2 Any times or dates stated on *EWLOnline* for delivery are estimates only. We will use all reasonable efforts to deliver Products within the time specified, but we do not accept liability for any failure to deliver within that time.
- 3.3 You must pay by credit or debit card at the time of order. The price of any Product is the price in force at the date and time of your order. We may change the price of any Product before you place an order. We will endeavour to fulfill the order by the date(s) set out in the email Confirmation.
- 3.4 We are entitled to refuse any order placed by you. If your order is accepted, we will confirm acceptance to you by e-mail ('Confirmation') to the e-mail address you have given us on ordering.
- 3.5 You undertake that all details you provide to us for the purpose of purchasing Products which may be offered by us on *EWLOnline* will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any ordered Products.

### **4 DELIVERY**

- 4.1 All deliveries will be made by carrier the next working day ie order Tuesday – delivery Wednesday, order Friday – delivery Monday.
- 4.2 To Guarantee next working day delivery the order must be confirmed prior to 14.30 GMT and is subject to stock availability.



- 4.3 Delivery charges are calculated on the total consignment weight and any special delivery requirements – for example, timed deliveries.
- 4.4 Delivery charges will not be applied to any additional deliveries made where the whole of the order is not available at the time of ordering.
- 4.5 You must be available to accept the delivery and must sign the carrier delivery note.

## **5 EXPORTS**

- 5.1 EWL *Online* is primarily intended for UK purchases and deliveries only.
- 5.2 If you are purchasing Products for delivery outside the UK you will be responsible for any import and export charges; and at your own risk obtain any import and export licences and other official authorisation or documents, obtain all customs formalities necessary for the import or export of the Products and comply with all local laws and regulations.

## **6 RETURNS**

- 6.1 You may return any Products you have purchased within 7 working days of delivery for any reason. To do so you must notify us in writing within those 7 working days. You will then be entitled to a refund from us, which will be paid as soon as possible, but in any event within 30 days. You must arrange for and pay the costs of returning the Products to us at your risk. While in your possession, you must keep any Products you intend to return to us in good condition.
- 6.2 We will, at our option, deliver to you a replacement Product or refund to you the price paid if:
  - 6.2.1 the Product delivered is not what you ordered (including any replacement Products), or does not correspond with its description;
  - 6.2.2 the Product delivered is not of a satisfactory quality;
- 6.3 Products will not be accepted for return without our prior agreement. All returns must clearly show our Returns Authorisation Number on the outside of the package and our delivery note number against which the Products were supplied and (unless returned in accordance with clause 6.1) must be accompanied by details of the reason for the return.
- 6.4 If you have any complaints, you should direct them to us via e-mail at [sales@worthside.co.uk](mailto:sales@worthside.co.uk), by phone +44 1535 682222 or by post to England Worthside Ltd, Hope Mills, Hope Place, Keighley. BD21 5LJ.

## **7 WARRANTY**

- 7.1 We will, at our discretion, repair or replace Products in which, under proper use and within 12 months (unless otherwise stated) of despatch defects appear due to faulty materials or workmanship. All Products should be returned at your own risk, suitably packaged, carriage paid, with an advice note stating the original delivery note number relating to the Product in question and detailing the claimed defect.

## **8 MODIFICATIONS TO WEBSITE**

- 8.1 We reserve the right to alter, suspend or discontinue any aspect of EWL *Online* or the content or services available through it, including your access to it. Unless explicitly stated any new features including the sale of new Products shall be subject to these terms and conditions.

## **9 INFORMATION YOU PROVIDE**

- 9.1 Any information you provide to us, for example during the ordering process, shall be referred to



in these terms and conditions as 'Personal Information'.

9.2 You must ensure that the Personal Information you provide is accurate and complete and that all ordering details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read clause 16.

9.3 If you would like to review or modify any part of your Personal Information then you should e-mail us at sales@worthside.co.uk.

## **10 SECURITY**

10.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username and password that may be given to you or selected by you for use on *EWL Online*. You may not share these with or transfer them to any third parties. You must notify us immediately of any unauthorised use of them or any other breach of security regarding *EWL Online* that comes to your attention.

## **11 APPLICABILITY OF ONLINE INFORMATION**

11.1 Unless otherwise specified the information published on *EWL Online* are presented solely for your private, personal and non commercial use.

11.2 *EWL Online* is controlled and operated by us from our offices at England Worthside Ltd, Hope Mills, Hope Place, Keighley. BD21 5LJ. You assume total responsibility and risk for your use of *EWL Online* and use of all information contained within it.

11.3 We have used our best endeavours to ensure that *EWL Online* complies with UK law. However, we make no representations that the information on *EWL Online* are appropriate or available for use in locations outside the United Kingdom.

## **12 INTELLECTUAL PROPERTY**

12.1 The contents of *EWL Online* are protected by international copyright laws and other intellectual property rights. The owner of these rights is England Worthside Limited or other third party licensors. All product and company names and logos mentioned in *EWL Online* are the trade marks, service marks or trading names of their respective owners, including us.

12.2 In relation to any computer software embedded in or forming part of the Products ("Integral Software") the copyright or other intellectual property rights in which are owned or licensed by us:

12.2.1 you are purchasing the Products on which such Integral Software is recorded or embedded only;

12.2.2 we do not assign or transfer of any copyright or other intellectual property rights in such Integral Software, all of which rights are reserved by us;

12.2.3 we hereby grant you a non-exclusive licence to use such Integral Software in the form in which it is embedded in or integrated into the Products for its intended purpose;

12.2.4 save to the extent permitted by law, you shall not copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of such Integral Software.

## **13 LINKED SITES**



13.1 We make no representations whatsoever about any other websites which you may access through *EWLOnline* or which may link to *EWLOnline*. When you access any other website you understand that it is independent from England Worthside Ltd and that we have no control over the content or availability of that website. In addition, a link to any other site does not mean that we endorse or accept any responsibility for the content, or the use of, such a website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

#### **14 AVAILABILITY OF EWLONLINE**

14.1 We will try to make *EWLOnline* available but cannot guarantee that *EWLOnline* will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of *EWLOnline* and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.

#### **15 LIABILITY**

15.1 We promise that for any Product you purchase from *EWLOnline*:

15.1.1 we have the right to sell the Product to you;

15.1.2 the Product will correspond with the description we have given to you; and

15.1.3 the Product will be of satisfactory quality.

15.2 We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Products, *EWLOnline* or any information or service provided through *EWLOnline*.

15.3 We will do our best to ensure that all materials and information published on *EWLOnline* are accurate, but please note that all materials and information on *EWLOnline* are provided on an 'as is' basis.

15.4 In relation to the purchase of Products, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of *EWLOnline* or its contents other than as a direct result of purchasing Products, we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of England Worthside Ltd or our servants, agents or any other person.

15.5 If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product concerned. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence.

15.6 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use *EWLOnline* and is compatible with *EWLOnline*. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from *EWLOnline* 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 accuracy of data input and output.



15.7 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

## **16 PRIVACY POLICY**

16.1 Your privacy is important to you and so is a priority for us. Our policy is only to use the Personal Information you supply to us to enhance your *EWL Online* experience. You will supply Personal Information to us when you:

16.1.1 place an order

16.1.2 contact us by e-mail, post or otherwise

16.2 We need your Personal Information and will use it to:

16.2.1 process and fulfil your orders

16.2.2 notify you of your order status

16.2.3 carry out internal administration and analysis

16.3 We can also use that information to enhance your visit to [www.ewlonline.co.uk](http://www.ewlonline.co.uk) by:

16.3.1 telling you about new product ranges and special offers

16.3.2 informing you of changes to *EWL Online*

16.4 If however you would prefer us not to get in touch, please let us know by contacting us on [Sales@worthside.co.uk](mailto:Sales@worthside.co.uk). As part of our Privacy Policy, we will not sell, rent or trade your Personal Information to any other person or organisation. We may have to disclose your Personal Information to necessary third-party service providers to enable us to fulfil your order and process your payment. You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through *EWL Online* by us or our sub-contractors. Your Personal Information may also be disclosed if we need to obtain professional advice or occasionally to credit reference agencies or fraud prevention registers.

16.5 By providing us with your Personal Information, you consent to us (and where relevant our affiliates and trusted partners) using (including collecting, storing and processing) the Personal Information you provide to us as set out in this Privacy Policy. We will of course inform you of any changes to our policy and you will have the opportunity to opt out of those changes which affect you. We follow strict security procedures to ensure proper storage and careful disclosure of information in order that nothing improper happens to your Personal Information. If you require further advice about our Privacy Policy or any aspect of England Worthside Ltd we can be contacted via e-mail at [sales@worthside.co.uk](mailto:sales@worthside.co.uk), by phone +44 1535 682222 or by post to England Worthside Ltd, Hope Mills, Hope Place, Keighley. BD21 5LJ.

16.6 If our business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

16.7 We use cookies (defined below) on *EWL Online* to enhance your visit. If you do not wish to accept cookies your web-browser should be configured to notify you and/or reject cookies.



16.8 "Cookies" means a system whereby a message is given to your web browser by our web server. This message is stored by your browser. Each time the browser requests a page from the server, this message is sent back. A cookie's main objective is to identify users and personalise their visit by customising web pages for them, for example by welcoming them by name next time they visit the same site.

## **17 GENERAL**

17.1 We may assign or subcontract any or all of our rights and obligations under these terms and conditions at any time.

17.2 We may alter these terms and conditions from time to time and post the new version on *EWLOnline*, following which all use of *EWLOnline* will be governed by that version. You must check the terms and conditions on the website regularly.

17.3 These terms and conditions together with any order form and payment method instructions, if any, are the whole agreement between you and England Worthside Ltd. You acknowledge that you have not entered into this agreement in reliance upon any warranty or representation made by us or any other person and you waive any rights to damages/rescission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in these terms and conditions, order form and payment method instructions.

17.4 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

17.5 These terms and conditions and your use of *EWLOnline* are governed by English law and you submit to the non-exclusive jurisdiction of the English courts.

17.6 Neither you nor England Worthside Ltd will be held liable for any failure to perform any obligation to the other due to causes beyond your or our respective reasonable control.

17.7 Failure by either party to exercise any right or remedy under this agreement does not constitute a waiver of that right or remedy.

## **18 NOTICES**

18.1 All notices shall be given:

18.1.1 to us via e-mail at [sales@worthside.co.uk](mailto:sales@worthside.co.uk); or

18.1.2 to you at either the e-mail or postal address you provide during any ordering process.

Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

## **19 REPLACEMENT**

19.1 These terms and conditions replace all other terms and conditions previously applicable to the use of *EWLOnline* and/or sale of the Products.