

## **ONLINE TERMS AND CONDITIONS BETWEEN PITCHMARK LTD AND CONSUMERS**

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

### **General terms and conditions**

This site is owned and operated by Pitchmark Ltd of Unit 10, Ram Hill Business Park, Coalpit Heath, Bristol, South Gloucestershire, BS36 2TX: Registered Office 7 Soundwell Road, Bristol, BS16 4QG. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at sales@pitchmarkltd.com or +44 (0)1454 776666.

#### **1. The contract between us**

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us (Pitchmark Ltd) and you (the customer).

#### **2. Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to Pitchmark Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

#### **3. Accuracy of content**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

#### **4. Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

**5. Availability**

All orders are subject to acceptance and availability. If the Goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

**6. Ordering errors**

You are able to correct errors on your order up to the point at which you confirm payment with your chosen payment service provider, i.e. WorldPay or PayPal.

**7. Price**

The prices payable for goods that you order are as set out in our website. All prices are exclusive of VAT at the current rates and are correct at the time of entering information.

Wherever it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, offer to sell you the goods of the specification and description at the price stated in the email and will state the period for which the offer or the price remains valid. We only accept payment in GBP Sterling.

**8. Payment terms**

We will take payment upon receipt of your order unless delivery cannot be fulfilled within 30 days. We accept no liability if a delivery is delayed because of incorrect payment details or delivery address. If it is not possible to obtain full payment for the goods from your account then we can cancel the contract and/or suspend any further deliveries to you. This does not affect any other rights we may have.

**9. Delivery charges**

There are no extra charges for delivery on any product listed for sale on the website.

**10. Delivery**

10.1 We aim to dispatch your order within 3 working days.

10.2 Please note that we are only able to deliver to addresses within the United Kingdom, but unfortunately we do not yet deliver to the Isle of Wight, the Isle of Man, the Isles of Scilly, the Scottish Islands, remote parts of Scotland (including Scottish Highlands), Northern Ireland, BFPO addresses and the Channel Islands. We may restrict other postcodes at our discretion without prior notice.

10.3 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods within 5 working days from the date of dispatch but delivery times are not guaranteed. If delivery is

delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

- 10.4 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

## **11. Risk and ownership**

Risk of damage to or loss of the goods passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when we tried to deliver. You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

## **12. Acknowledgement and acceptance of your order**

You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. An acceptance of your order will take place on despatch of the goods ordered.

## **13. Cancellation rights**

13.1 Under the Distance Selling Regulations you have the legal right to cancel your order within seven days of receipt of your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty. However, you will need to notify us if you wish to cancel your contract.

13.2 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

13.3 Once you have notified us that you are cancelling your contract, any sum debited to us will be re-credited to your account as soon as possible and in any event within 30 days of your order.

13.4 You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.

## **14. Cancellation by us**

14.1 We reserve the right to cancel the contract between us if:

14.1.1 we have insufficient stock to deliver the goods you have ordered;

14.1.2 we do not deliver to your area; or

14.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

- 14.2 If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us as soon as possible but in any event within 30 days of your order.

**15. Liability**

- 15.1 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us in writing at our contact address of the problem within 60 days of the date on which you ordered the goods (unless this is not reasonably practicable). If you notify a problem to us under this condition, our only obligation will be, at your option:

15.1.1 to make good any shortage or non-delivery;

15.1.2 to replace or repair any goods that are damaged or defective; or

15.1.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.

- 15.2 Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract.

- 15.3 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

- 15.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

**16. Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at: Pitchmark Ltd, Unit 10, Ram Hill Business Park, Coalpit Heath, Bristol, South Gloucestershire, BS36 2TX, and all notices from us to you will be displayed on our website from time to time.

**17. Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

**18. Law, jurisdiction and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

**19. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

**20. Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

**21. Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## **PRIVACY STATEMENT**

We, *Pitchmark Ltd*, are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

### **Data Protection Act 1988 ('the Act')**

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

### **Use and Collection of Personal Information**

In general you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

We may use information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

We may disclose your personal information to third parties:

- In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.
- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.

### **Cookies**

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website and these types of cookies collect the information in an anonymous form.

Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also

delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, telephone, fax or post. Our phone number is +44 (0)1454 776666, or you can e-mail us on [sales@pitchmarkltd.com](mailto:sales@pitchmarkltd.com).

**Security**

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

**Your rights**

We reserve the right to use your personal details for marketing purposes, but we will never pass your details to any third party for such purpose. You have the right to ask us not to process your personal data for marketing purposes.

Pitchmark Limited: Registered Office 7 Soundwell Road, Bristol, BS16 4QG

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