

[Insert Organisation Name]
Terms and Conditions for

Last updated *[Insert date]*

1. Our website

Your use of this website and
constitutes acceptance of the

2. Customer Information

2.1 You should always check
provide is correct before crea
to payment.

2.2 You are responsible for n
password, where required to
should ensure that you store
and that the details required
not provided to another party

2.3 As a customer you are re
and actions taken within it. If
customer account username
become known to a third par

2.4 Our website is only inten
purchase products for childre
are intended by the manufac
children.

3. Privacy

[Insert Organisation name] t
registered under and comply
further details please see our

4. Product Pricing and Title

4.1 We make every effort to ensure that the pricing on our website is correct. However, if an error is found and a product is found we reserve the right to contact you to arrange payment. Any over-payment made by you (including an order that has been cancelled or corrected) will be refunded by electronic shipment of that order.

4.2 We reserve the right to adjust prices at any time.

4.3 Title in any products ordered remains with the purchaser until we have received payment in full and that payment has been received. Payment for your order has been shipped.

5. Your Order

5.1 When you place an order on our website, the confirmation email from us to you, and your payment constitutes an offer made to you to purchase the order.

5.2 Your offer is only accepted when you confirm the electronic dispatch of your order.

5.3 Product items not included in the order and confirmed included in the order and confirmed.

5.4 We reserve the right to cancel an order if a transaction contains incomplete information, is not verified or where fraud is suspected.

5.5 If we are unable to resolve these issues a full refund will be made at the time of purchase. No other form of payment nor will a refund be made to you.

6. Cancellation Rights and

6.1 No right of cancellation exists for orders for electronic or "softcopy" goods or for orders for instant access to or use of.

6.2 Refunds will be given for
to be defective.

6.3 Refunds will not be given
issue or the issue stems from

6.4 Where any goods are found
replacement item or issue a
refund is offered and accepted
working days of receiving you

7. Customer Complaints

We endeavour to respond to
within five working days.

8. Events outside our control

[Insert Organisation name], shall not
perform any obligation under
or failure is caused by any circumstances
control, including, but not limited to
or industrial dispute.

9. License

9.1 *[Insert Organisation name]*
content, information and services
personal use only.

9.2 This license allows you to
browser) individual pages from

9.3 This license does not allow
individual pages or substantial
website available via an intranet
part of it is hosted locally on

9.4 Our website design, layout
edited or otherwise manipulated
permission.

9.5 Our website cannot be printed
site.

9.6 Third parties are not allowed to use our website, without our express permission (unless expressly permitted by a link on a page of our website. Furthermore, we do not allow whether graphic or text should be used or in any other way offensive

9.7 The restriction on “deep linking” applies to partners who wish to send customers to our product in order to increase their sales.

10 Copyright

10.1 All content, databases, graphics, and look & feel are the copyright of [Insert Organisation name] unless expressly acknowledged otherwise.

10.2 The data mining, extraction and analysis of information from our website is prohibited without prior written permission.

11. Reasonably Foreseeable Losses

11.1 *[Insert Organisation name]* shall not be liable for losses incurred by you due to breach of contract where such losses were reasonably foreseeable at the time of the contract between you and us.

11.2 All business, indirect or consequential losses, are excluded.

11.3 *[Insert Organisation name]* shall not be liable for death or personal injury or property damage caused by us, our employees or our agents.

12. Severability

The foregoing paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and interpreted in conjunction with each other. Should any part of these Terms & Conditions be found to be invalid, the remaining paragraphs, sub-paragraphs and clauses shall remain valid and enforceable.

13. Waiver

Failure by *[Insert Organisation Name]* under these Terms & Conditions to be a waiver of those rights unless in writing.

14. Entire Terms & Conditions

These Terms & Conditions set out the entire understanding between you and us. We reserve the right to change the terms without giving notice to you.

15. Jurisdiction

These Terms & Conditions shall be enforced in accordance with the exclusive jurisdiction of the E

Your statutory rights are una

Our contact details are as fol

[Insert Organisation name and address]

Email: *[insert]*

Telephone

From within the UK: *[insert]*

International: *[insert]*

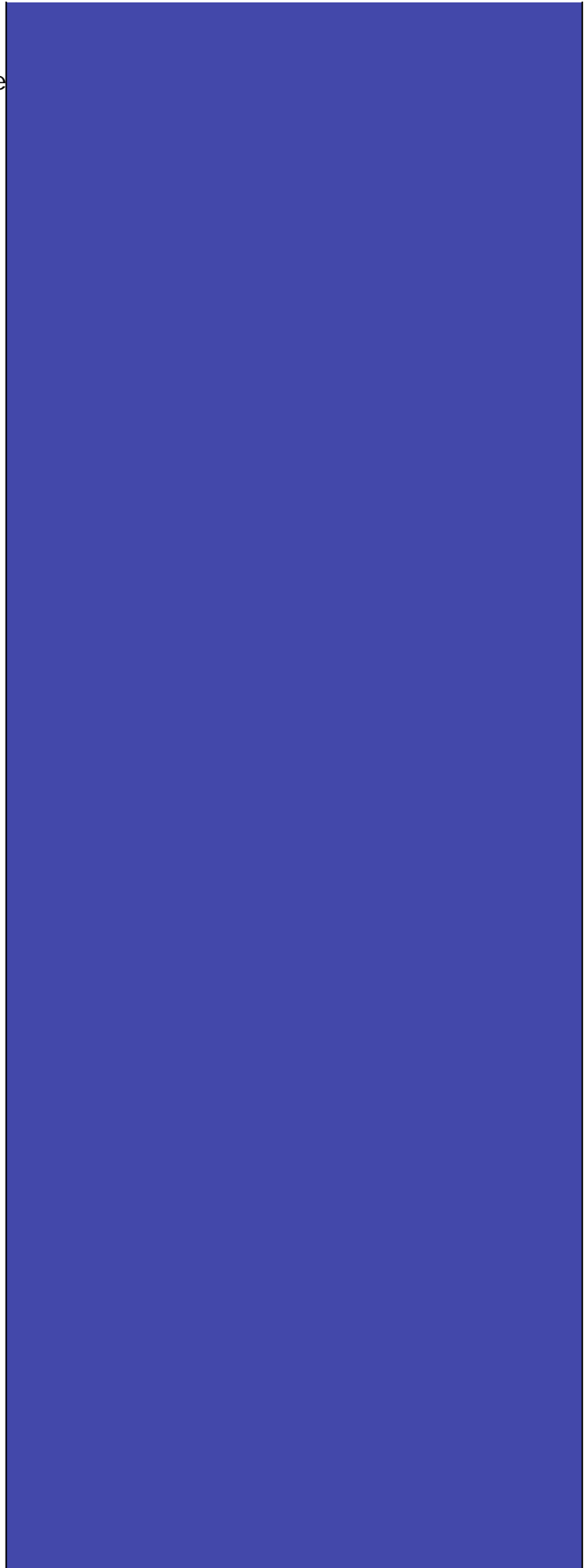
Fax

From within the UK: *[insert]*

International: *[insert]*

[Insert, if applicable]

Company registration number
VAT registration number:



EXAMPLE AGREEMENT

Brilliant Sitz Ltd (www.brilliant-sitz.com)
Terms and Conditions for (

Last updated 4th July 2008

1. Our website

Your use of this website and
constitutes acceptance of the

2. Customer Information

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3. Privacy

Brilliant Sitz takes your priv
and comply with the Data Pro
please see our Privacy Policy

4. Product Pricing and Title

4.1 We make every effort to ensure that the pricing on our website is correct. However, if an error is found and a product is found to be priced incorrectly, we reserve the right to contact you to arrange payment for the correct price. Any over-payment made by you (in excess of the correct price) can be cancelled or credited to your account. Your order can be cancelled or corrected if you have not received electronic shipment of that order.

4.2 We reserve the right to adjust prices at any time without notice.

4.3 Title in any products ordered will remain with the purchaser until we have received payment in full and that payment has been received by us. Payment for your order has been shipped.

5. Your Order

5.1 When you place an order on our website, the receipt confirmation email from us to you, and the order confirmation constitutes an offer made to you. Your acceptance of the order is required to complete the order.

5.2 Your offer is only accepted if you confirm the order by clicking the "confirm the electronic dispatch" button.

5.3 Product items not included in the order and confirmed included in the order and confirmed.

5.4 We reserve the right to cancel an order if the transaction contains incomplete information, is not verified or where fraud is suspected.

5.5 If we are unable to resolve these issues a full refund will be made to you at the time of purchase. No other form of payment or credit nor will a refund be made to you.

6. Cancellation Rights and

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refund is offered and accepted
working days of receiving you

7. Customer Complaints

We endeavour to respond to
within five working days.

8. Events outside our control

Brilliant Sitz shall not be liable
obligation under these Terms
caused by any circumstances
including, but not limited to,
industrial dispute.

9. License

9.1 Brilliant Sitz grants you
information and services content
use only.

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browser) individual pages from

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9.6 Third parties are not allowed to use our website, without our express written consent (unless expressly permitted by a link on a page of our website. Furthermore, we reserve the right to remove any content, whether graphic or text should it be deemed offensive or in any other way offensive to our brand.

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10 Copyright

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10.2 The data mining, extracting, or copying information from our website without our prior written permission.

11. Reasonably Foreseeable Damages

11.1 Brilliant Sitz will be liable for damages to breaches of these Terms & Conditions if such damages were reasonably foreseeable at the time of the breach and us was made.

11.2 All business, indirect or consequential damages, are excluded.

11.3 Brilliant Sitz does not accept liability for personal injury caused by the negligence of our employees or officers.

12. Severability

The foregoing paragraphs, sub-paragraphs, and clauses of these Terms & Conditions shall be read and interpreted in each other. Should any part of these Terms & Conditions be found to be invalid, the remaining paragraphs, sub-paragraphs, and clauses shall remain in full force and effect.

13. Waiver

Failure by **Brilliant Sitz** to enforce these Terms & Conditions is not to be taken as a waiver of those rights unless we acknowledge it as such in writing.

14. Entire Terms & Conditions

These Terms & Conditions set out the entire understanding between you and us. We reserve the right to change these Terms & Conditions from time to time without notice to you.

15. Jurisdiction

These Terms & Conditions shall be governed by and enforced in accordance with the law of England and Wales and the exclusive jurisdiction of the English courts.

Your statutory rights are unaffected by these Terms & Conditions.

Our contact details are as follows:

Brilliant Sitz Limited
Brill House
Grim Road
Slough
Berks
GH1 1BB

Email: brill@brilliant-sitz.co.uk

Telephone

From within the UK: 0845 300 0000

International: +44 845 300 0000

Fax

From within the UK: 0845 300 0000

International: +44 8

[Insert, if applicable]

Company registration number
VAT registration number: 783

[Insert Organisation Name]
Privacy Policy

Last updated *[Insert date]*

1. *[Insert Organisation name]*
Data Protection Act 1998 when
visitors to the site.

2. We only hold the data nec
website.

3. Data is only used for the p
Data Protection Register.

4. We only hold personal dat
is no longer needed it is dele

5. For administrative reasons
passed to and stored securel
located outside the EEA (Euro

6. We regularly email websit
those customers who have sp
service. All subscription emai
on how to unsubscribe from c

7. We never sell, rent or e

8. We may however share co
partners where a customer h
site belonging to one of our p
will also be subject to our pa

9. If you subscribe to our em
partner may wish to send you
and services, which may be c
subscribe directly to our ema
not you wish to receive such

10. Please note that we only
their own privacy policy.

11. In accordance with the P
(EC Directive) Regulations 20
emails, (popularly known as

12. We may send emails to e
customers who have enquire
products or services directly

13. All emails sent by us will
us. All such emails will also in
unsubscribe from our email s
instructions will either include
valid email address to which
the email subject heading.

14. Our website uses "cookie
purchase from our website. P
contain or pass any personal
any other information that co
visitors or customers purchas
you are free to refuse cookie

reasons this may prevent you
This is because anonymous c
track of the contents of custo
during the checkout process.
added to (or removed from)
you go to pay.

If you have any questions rel
us at *[Insert email address h*

EXAMPLE AGREEMENT

Brilliant Sitz Ltd (www.brilliant.com)
Privacy Policy

Last updated 4th July 2008

1. Brilliant Sitz complies with the Data Protection Act 1998 when dealing with a website.

2. We only hold the data needed for our website.

3. Data is only used for the purposes stated in our Privacy Policy. We are registered with the Data Protection Register.

4. We only hold personal data for as long as it is needed. If it is no longer needed it is deleted.

5. For administrative reasons, some data may be passed to and stored securely by third parties located outside the EEA (Europe, the Middle East and Africa).

6. We regularly email website visitors to those customers who have signed up for our service. All subscription emails include information on how to unsubscribe from our emails.

7. We never sell, rent or exchange email addresses.

8. We may however share contact information with our partners where a customer has provided their email address on a website belonging to one of our partners. This information will also be subject to our partner's privacy policy.

9. If you subscribe to our email newsletters, our email partner may wish to send you promotional offers and services, which may be different from those you subscribe directly to our email newsletters. If you do not wish to receive such offers, please contact us.

10. Please note that we only share your information with their own privacy policy.

11. In accordance with the Privacy and Electronic Communications (EC Directive) Regulations 2003, we will only send you promotional emails, (popularly known as "spam") if you have opted in to receive them.

12. We may send emails to our customers who have enquired about our products or services directly to their email addresses.

13. All emails sent by us will include an unsubscribe link. All such emails will also include instructions on how to unsubscribe from our email newsletters. All unsubscribe instructions will either include a valid email address to which you can write to or the email subject heading.

14. Our website uses "cookies" to enhance your browsing experience, to purchase from our website. For more information, please see our privacy policy.

contain or pass any personal
any other information that co
visitors or customers purchas
you are free to refuse cookies
reasons this may prevent you
This is because anonymous c
track of the contents of custo
during the checkout process.
added to (or removed from)
you go to pay.

If you have any questions re
us at privacy@brilliant-sitz.co

(c) www.compactlaw.co.uk /