

Terms and conditions of use of Website

1. Introduction

- 1.1. These terms and conditions shall govern your use of our website.
- 1.2. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3. If you register with our website or make a purchase on our website, we will ask you to expressly agree to these terms and conditions.
- 1.4. You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5. Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Copyright notice

- 2.1. Copyright (c) 2014-2019 Alle Interiors.
- 2.2. Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Licence to use website

- 3.1. You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) view audio and video files from our website; and
 - (e) by means of a web browser, use our website for the purposes of purchasing our products

subject to the other provisions of these terms and conditions.

- 3.2. Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3. You may only use our website for the purposes for which it is intended, and you must not use our website for any other purpose(s).
- 3.4. You are not permitted to edit or otherwise modify any material on our website.
- 3.5. Unless you own or control the relevant rights in the material, you must not:
 - (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 3.6. Notwithstanding Section 3.5, you may download and redistribute electronic versions of our newsletters and catalogues. You may also make use of 'share' links where available on the website.
- 3.7. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

4. Acceptable use

- 4.1. You must not:
 - (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) conduct any manual or systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website;

- (e) access or otherwise interact with our website using any robot, spider, or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 4.2. You must not use data from our website to contact individuals, companies, or other persons or entities.
- 4.3. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete, and non-misleading.

5. Products

- 5.1. The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.
- 5.2. We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.
- 5.3. Prices stated on our website may be stated incorrectly.
- 5.4. The sale and purchase of products through our website will be subject to terms and conditions of sale, and we will ask you to agree to the terms of that document each time you make a purchase on our website.
- 5.5. Any product reviews that you submit for publication on our website shall be subject to the terms of Section 9.

6. Registration and accounts

- 6.1. To be eligible for an account on our website under this Section 6, you must have a verifiable resident address in the United Kingdom.
- 6.2. You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.
- 6.3. You must not allow any other person to use your account to access the website.
- 6.4. You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 6.5. You must not use any other person's account to access the website, unless you have that person's express permission to do so.



7. User login details

- 7.1. If you register for an account with our website, we will provide you with a user ID and password.
- 7.2. Your user ID is automatically generated using your email address; the email address given must not be liable to mislead and must comply with the content rules set out in Section 9; you must not use your account or user ID for or in connection with the impersonation of any person.
- 7.3. You must keep your password confidential.
- 7.4. You must notify us in writing immediately if you become aware of any disclosure of your password.
- 7.5. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

- 8.1. We may suspend your account and/or cancel your account at any time in our sole discretion without notice or explanation.
- 8.2. You may cancel your account on our website by contacting us in writing via our <u>contact form</u>, email or post. We will delete your account on your behalf and inform you by email.

9. Your content: rules

- 9.1. You warrant and represent that your content, where applicable (e.g. reviews), will comply with these terms and conditions.
- 9.2. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 9.3. Your content, and the use of your content by us in accordance with these terms and conditions, must not:
 - (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;

- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (I) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

10. Report abuse

- 10.1. If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.
- 10.2. You can let us know about any such material or activity by telephone or email.

11. Limited warranties

- 11.1. We do not warrant or represent:
 - (a) the completeness or accuracy of the information published on our website;
 - (b) that the material on the website is up to date; or
 - (c) that the website or any service on the website will remain available.
- 11.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly



provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

11.3. To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

12. Limitations and exclusions of liability

- 12.1. Nothing in these terms and conditions will:
 - (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 12.2. The limitations and exclusions of liability set out in this Section 13 and elsewhere in these terms and conditions:
 - (a) are subject to Section 12.1; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 12.3. To the extent that our website and the information and free services on our website are provided free of charge, we will not be liable for any loss or damage of any nature as result of the use of the website, information on the website, and/or free services provided on the website.
- 12.4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 12.5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill as result of use of this website, the information provided on this website, and the free services available via this website.
- 12.6. We will not be liable to you in respect of any loss or corruption of any data, database, or software regardless of the circumstances surrounding the loss or corruption.

- 12.7. We will not be liable to you in respect of any special, indirect, or consequential loss or damage as result of use of this website, the information provided on this website, and the free services available via this website.
- 12.8. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

13. Breaches of these terms and conditions

- 13.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 - (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (e) suspend or delete your account on our website.
- 13.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking, this including without limitation the creating and/or using a different account.

14. Third party websites

- 14.1. Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are for information only and are not to be construed as recommendations and/or affiliation with the third party/s.
- 14.2. We have no control over third party websites and their contents, and subject to Section 12.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

15. Trademarks

15.1. Our name(s), logo(s), and our other registered and unregistered trademarks are trademarks belonging to us; we give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.

15.2. The third party registered and unregistered trademarks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

16. Variation

- 16.1. We may revise these terms and conditions from time to time.
- 16.2. The published terms and conditions shall apply to the use of our website from the date of publication of those and any revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

17. Assignment

- 17.1. You hereby agree that we may assign, transfer, sub-contract, or otherwise deal with our rights and/or obligations under these terms and conditions.
- 17.2. You may not without our prior written consent assign, transfer, sub-contract, or otherwise deal with any of your rights and/or obligations under these terms and conditions.

18. Severability

- 18.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 18.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

19. Third party rights

- 19.1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 19.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

20. Entire agreement

20.1. Subject to Section 12.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

21. Law and jurisdiction



- 21.1. These terms and conditions shall be governed by and construed in accordance with English law.
- 21.2. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

22. Statutory and regulatory disclosures

- 22.1. We are registered with and subscribe to the code of conduct of the Association of Master Upholsterers and Soft Furnishers (AMUSF).
- 22.2. We are registered with Companies House; our registration number is 09583406.
- 22.3. Our VAT number is *218448791*.

23. Our details

- 23.1. This website is owned and operated by *M&AD Ltd t/a Alle Interiors*.
- 23.2. We are registered in England and Wales under registration number *9583406*, and our registered office is at Suite 23/54, iCentre, Newport Pagnell, Milton Keynes, MK16 9PY, United Kingdom
- 23.3. Our principal place of business is at Suite 23/54, iCentre, Newport Pagnell, Milton Keynes, MK16 9PY, United Kingdom
- 23.4. You can contact us:
 - (a) by post, using the postal address given above;
 - (b) using our website <u>contact form;</u>
 - (c) by telephone, on the contact number published on our website from time to time; or
 - (d) by email, using the email address published on our website from time to time.