

www.carolinerichards.co.uk Website Terms and Conditions

Last Updated 5th January 2019

I. Introduction

By using www.carolinerichards.co.uk, also referred to as the "Website" or the "Site", all visitors, referred to as "User", "you" and "your" are bound by these Terms and Conditions. The terms "we", "us", and "our" refer to Caroline Richards. Accessing this Site constitutes a use of the Site and an acceptance to the Terms provided herein. To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions.

II. Use of the Site

You may use the Site for lawful purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

III. Intellectual Property

Unless otherwise stated, copyright of all articles, blogs, information and materials found on www.carolinerichards.co.uk belongs solely to Caroline Richards.

You may not reproduce or redistribute the articles, blogs, information, and materials found on www.carolinerichards.co.uk without the express written permission of Caroline Richards. Furthermore, the Site contains intellectual property owned by Caroline Richards, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the Caroline Richards name, logo, all designs, text, graphics, other files, and the selection and arrangement thereof. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site content or intellectual property, in whole or in part without our prior written consent.

IV. Commerce

www.carolinerichards.co.uk may offer goods or services ("product") for sale on behalf of Caroline Richards. By placing an order through www.carolinerichards.co.uk you are offering to purchase a product on and subject to these Terms and Conditions. All orders are subject to availability. Delivery times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which Caroline Richards will not be responsible. In order to contract with Caroline Richards through www.carolinerichards.co.uk you must be over 18 years of age and possess either an account with Paypal, Stripe or a valid credit or debit card issued by a bank acceptable to us. Caroline Richards and www.carolinerichards.co.uk retain the right to refuse any request made by you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the Paypal account or credit or debit card used to place your order and that there are sufficient funds to cover the cost of the product(s). All prices advertised are subject to such changes. Prior to placing any order you will be asked to accept these terms and conditions. A contract between us will be formed after you have clicked the appropriate box to indicate your acceptance of the terms and conditions and tendered your payment. While we try and ensure that all details, descriptions and prices which appear on this Site are

accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Otherwise, ONCE THE PRODUCT YOU HAVE PURCHASED HAS BEEN DELIVERED TO YOU, NO REFUNDS WILL BE MADE AVAILABLE. Delivery costs, if any, will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'. Any additional charges such as taxes, if any, will also be displayed before you are asked to submit payment. Upon receiving your order we carry out a standard authorization check to ensure your payment method is valid and your payment will be processed. Once we are certain of your payment being processed your order will be fulfilled.

V. Limitation of Liability

We will do our best to ensure all facts and statements on this site and in our materials are true and correct to the best of our knowledge. We will do our best to ensure all facts and statements in our work do not infringe upon any copyright or other right of a third party. However, Caroline Richards can't be liable to you, or any third party, for damages, including lost profits, lost savings, complaints, claims, litigation or other incidental, consequential or special damages which may arise from your use of www.carolinerichards.co.uk or your relationship with Caroline Richards. The foregoing applies even if Caroline Richards was advised of the possibility of or could have foreseen the damages. In those jurisdictions that do not allow the exclusion or limitation of liability for damages, liability is limited to the fullest possible extent permitted by law.

VI. Third Party Resources

The Site may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Caroline Richards or www.carolinerichards.co.uk. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

VII. Indemnification

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

VIII. Governing Law

These Terms and Conditions shall be construed in accordance with, and governed by, the laws of the United Kingdom as applied to contracts that are executed and performed entirely in the United Kingdom. The exclusive venue for any arbitration or court proceeding based on or arising out of these Terms and Conditions shall be the United Kingdom. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or

equitable remedy, including litigation, arbitration or other dispute resolution procedures. If any legal action or any arbitration or other proceeding is brought for the enforcement of these Terms and Conditions, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of these Terms and Conditions, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IX. Variation

The owners and operators of www.carolinerichards.co.uk may revise these Terms and Conditions from time to time so please check back regularly to ensure you are familiar with the current version.

X. Severability

If any provision of these terms and conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

XI. Entire Agreement

These Terms and Conditions, along with any Disclaimer and Privacy Policy posted on www.carolinerichards.co.uk constitutes the entire agreement between you and Caroline Richards pertaining to the Site and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of these Terms and Conditions by Caroline Richards shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Caroline Richards. The subject headings of these Terms and Conditions are included for convenience only and shall not affect the construction or interpretation of any of its provisions.