

# TERMS AND CONDITIONS

## BACKGROUND:

These Terms and Conditions apply between you, the User of this Website and Us, C&S Aromatics Ltd, the operator of this Website. On using the Website, You are deemed to agree to be bound by Clauses 1, 2, 5 – 12 and 16 – 26. When you buy Goods Clauses 3, 4, and 13 – 15 also apply. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

## 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“**Account**” means collectively the personal information, Payment Information and credentials We ask you to provide to us to use the Website;

“**Carrier**” means any third party responsible for transporting purchased Goods from our Premises to customers;

“**Content**” means any text, graphics, images, audio, video, software, data compilations and other form of information capable of being stored in a computer appearing on or forming part of this Website;

“**Goods**” means Czech & Speake products advertised and/or made available for sale through the Website;

“**Service**” means collectively any online facilities, tools, services or information that we make available through the Website either now or in the future;

“**Payment Information**” means details required to buy Goods from this Website including, but not limited to, credit/debit card numbers, bank account numbers and sort codes;

“**Premises**” means our main place of business located at 244-254 Cambridge Heath Road, London E2 9DA, UK;

“**System**” means any online communications infrastructure made available through the Website either now or in the future. Including but not limited to, web-based email, message boards and email links;

“**User**” / “**Users**” means any third party which accesses the Website and is not employed by Us and acting in the course of that employment;

“**Website**” means the website that you are currently using (czechandspeake.com) and any sub-domains of this site (e.g.czechandspeakefrances.com, czechandspeakebathrooms.com);

“**We/Us/Our**” means C & S Aromatics Ltd a company registered in England under 07385891 of 244-254 Cambridge Heath Road, London E2 9DA

## 2. Age Restrictions

To be eligible to buy Goods on the Website you must be 18 or over and possess a valid credit or debit card issued by a bank acceptable to us

## 3. Business Customers

These Terms and Conditions apply to consumers and not to customers buying Goods in the course of business who should contact us direct.

## 4. International Customers

If Goods are being ordered from outside the United Kingdom, import duties and taxes may be incurred once your Goods reach their destination. We are not responsible for these charges and we do not undertake to make calculations or estimates in this regard. You are advised to contact your local customs authorities for details on costs and procedures. As the purchaser you will be the importer of record and should ensure your purchase is in full compliance with the laws of the country into which the Goods are imported. Goods may be inspected by customs on arrival and we cannot guarantee that the packaging will be free from signs of tampering. Please also be aware that UK consumer protection laws may not apply.

## 5. Intellectual Property

5.1 Subject to the exceptions in Clause 6, all Content included on the Website, unless uploaded by Users, belongs to Us. Our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable UK and international intellectual property and other laws.

5.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given our express written permission to do so.

## 6. Third Party Intellectual Property

6.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Design, Copyright and Trademarks, in product images and descriptions belong to our licensor Czech & Speake International Licensing Ltd.

6.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given our express written permission to do so.

## 7. Fair Use of Intellectual Property

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

## 8. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under our control or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site

on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## 9. Links to this Website

Links to this Website on other sites may be made without our prior permission only to the landing sites czechandspeake.com, czechandspeakebathrooms.com and czechandspeakefrances.com. Deep linking (i.e. links to specific pages within the Website) requires our express written permission.

## 10. Use of Communications Facilities

10.1 Failure to the System on the Website in accordance with the following rules may result in your Account being suspended or closed:

10.1.1 You must not submit Content or identity information that is unlawful or otherwise objectionable;

10.1.2 Submissions should be made using the English language as we may be unable to respond to enquiries submitted in any other languages;

10.1.3 You must not impersonate other people, particularly our employees and representatives or of those of Our affiliates; and

10.1.4 You must not use our System for unauthorised mass-communication such as spam or junk mail.

10.2 You acknowledge that we reserve the right to monitor and to retain copies of any and all communications made to us or using our System.

10.3 Any restrictions you may wish to place upon our use of any information you send to us through Our System must be communicated to us in advance. We reserve the right to reject such terms and associated information. You acknowledge that any such information may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. .

## 11. Accounts

11.1 In order to purchase Goods on this Website and to use certain other parts of the System, you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Website as we may not require Payment Information until you wish to make a purchase. By continuing to use this Website you represent and warrant that:

11.1.1 all information you submit is accurate and truthful;

11.1.2 you will keep this information accurate and up-to-date; and

11.1.3 you have appropriate permission to submit Payment Information

Your creation of an Account is further affirmation of your representation and warranty.

11.2 It is recommended that you do not share your Account details, particularly your username and password. We accept no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

11.3 If you have reason to believe that your Account details have been obtained by another person without consent, you should contact us immediately to suspend your Account and cancel any unauthorised purchases that may be pending. Please be aware that purchases can only be cancelled before they are dispatched.

## 12. Termination and Cancellation of Accounts

12.1 Either we or you may terminate your Account. If we terminate your Account, you will be notified by email and an explanation for the termination will be provided. We nevertheless reserve the right to terminate without giving reasons.

12.2 If we terminate your Account, we will notify you whether any current or pending purchases on your Account will be cancelled.

12.3 We reserve the right to cancel purchases prior to processing payment and dispatch without stating reasons.

12.4 If purchases are cancelled for any reason prior to dispatch you will be refunded any sums paid in relation to those purchases within 14 calendar days.

12.5 If you terminate your Account, any non-dispatched purchases will be cancelled and you will be refunded any monies paid in relation to those purchases within 14 calendar days.

## 13.. Goods, Pricing and Availability

13.1 Whilst every reasonable effort has been made to ensure that all details, representations and descriptions of Goods correspond to the actual Goods, We are not responsible for variations from such descriptions. This does not exclude our liability for mistakes due to our negligence and refers only to minor variations of the correct Goods, not different Goods altogether which are covered in Clause 15.

13.2 Where appropriate, you may be required to select the model, colour, finish, number or other features of the Goods that you are purchasing.

13.3 We neither represent nor warrant that Goods will be available. Stock indications are not provided on the Website.

13.4 All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.

## 14. Orders, Binding contract and Delivery

14.1 No part of this Website constitutes a contractual

offer capable of acceptance. Your order constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending to you an order confirmation (which you consent to receive by email). Only when you receive the order confirmation email will there be a binding contract between us and you.

14.2 Order confirmation emails under sub-Clause 14.1 will include the following information:

14.2.1 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;

14.2.2 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;

14.2.3 Estimated delivery date(s) and time(s);

14.3 If for any reason we do not accept your order, no payment shall be taken under normal circumstances.

14.4 All Goods purchased by you will be delivered within 30 calendar days of our order confirmation unless we notify you otherwise.

14.5 The risk in the Goods shall remain with us until they return into your physical possession.

## 15. Returns Policy

We aim always to provide high quality Goods that are fault-free and undamaged. On occasion however, Goods may need to be returned. Returns are governed by these Terms and Conditions.

15.1 You should contact us within 14 calendar days to arrange return if you receive:

15.1.1 Goods which do not match those that you ordered, or

15.1.2 Goods which have faults when they are delivered to you, or

15.1.3 Goods which have been damaged in transit.

Where the damage is apparent on delivery, you should sign any applicable delivery note to that effect. Goods must be returned in their original condition with all packaging and documentation, although the packaging does not need to be unopened. We are responsible for paying return shipment costs. You will be given the option to have replacement Goods, if available, or to be refunded through the payment method used by you when purchasing the Goods. Replacements will be issued upon our receipt of the returned Goods.

Refunds will be issued no later than 30 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery cannot be refunded.

15.2 If any Goods you have purchased develop faults within one year of delivery, you may be entitled to a replacement or repair but not a refund. You should contact us within the 14 calendar days of the fault occurring to arrange return. We will assess the Goods and alleged faults upon receipt and if we determine (at our sole discretion, acting reasonably and in good faith) that the fault is not a result of mistreatment by you whether deliberate, negligent or otherwise, we will repair or issue replacement Goods at no additional cost to you.

## 16. Right to Cancel

16.1 Consumers based within the European Union have a statutory right to a “cooling off” period. Full details are given in the ‘Right to Cancel’ section on our Website. We cannot accept returns under the cooling off period of:

16.2.1 Goods made to your specifications or that have been personalised;

16.2.2 Aromatics Goods sealed in cellophane for health or hygiene reasons that have been unsealed after delivery;

16.2.3 Goods which have been used or enjoyed beyond handling them to the extent necessary to establish their nature, characteristics and functioning (such as you would, for example, handle a display item in a shop). Please note that opening packaging does not prevent you from returning Goods unless the Goods fall under sub-Clause 16.2.2 and in any event does not include the opening of delivery packaging, only the *packaging of the product itself*

## 17. Privacy

17.1 Use of the Website is also governed by our Privacy Policy which is incorporated into these Terms and Conditions by this reference.

We will treat all your Personal Details as confidential. We will keep them on a secure server and will comply fully with all applicable UK data protection and consumer legislation. When you give us information it may be used only for customer service purposes including: processing your orders, statistical or survey purposes to improve the Website and our services to you, to serve website content and advertisements to you, to administer the Website. If you consent, to notify you of products or special offers that may be of interest to you. Your Personal Details will not be disclosed to any third parties unless permission is given by you except to reputable third parties engaged by us in processing your order (for example transport services) or if required to so, to the police or other regulatory or government authority investigating suspected illegal activities. We use cookies in order to keep track of the items you put in your shopping basket and to remember you when you return to the Website. Cookies are tiny text files stored on your computer and you must have them enabled to shop here. They cannot harm your computer and do not contain any Personal Details. If you need to check if cookies are enabled for your computer, consult your documentation or online help file.

## 18. How We Use Your Personal Information (Data Protection)

18.1.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

18.2 We may use your personal information to provide Goods, process your payment and to inform you of new products and services available from us. You may request that we stop sending you this information at any time

18.1.3 We will not pass on your personal information to third parties.

## 19. Disclaimers

19.1.1 The Website and any Service are provided “as is” and on an “as available” basis. We give no warranty that the Website or any Service will be free of defects and/or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

19.1.2 We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

19.1.3 No part of this Website is intended to constitute advice and the Content should not be relied upon when making any decisions or taking any action of any kind.

19.1.4 No part of this Website is intended to constitute a contractual offer capable of acceptance.

19.1.5 Whilst We use all reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

## 20. Changes to the Service and these Terms and Conditions

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If any changes are required by law, such changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

## 21. Limitation of Liability

21.1.1 You should be aware that you use the Website and it's Content at your own risk. To the maximum extent permitted by law, we accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or Content.

21.1.2 Nothing in these Terms and Conditions excludes or restricts our liability for death or personal injury resulting from any negligence or fraud.

21.1.3 Nothing in these Terms and Conditions excludes or restricts our liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.

21.1.4 In the event that any of these terms is found to be unlawful, invalid or otherwise unenforceable in any jurisdiction, for the purposes of that jurisdiction only that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions.

## 22. No Waiver

Failure by any party to exercise any right or remedy in these Terms and Conditions shall not be construed as a waiver of that right or remedy.

## 23. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it expressly stated otherwise.

## 24. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and us.

## 25. Communications

25.1.1 All notices and communications shall be given to us either by post to Our Premises (see address above) or by email to customer.service@czechandspeake.com. Such notice will be deemed received 3 days after posting by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

25.1.2 We may from time to time, if you opt to receive it, send you information about our products and/or services. If you do not wish to receive such information, please inform us.

## 26. Law and Jurisdiction

These Terms and Conditions and the relationship between you and us shall be governed by and construed in accordance with the Law of England and Wales and we agree to submit to the exclusive jurisdiction of the Courts of England and Wales.