

1. These Terms

1.1 What these terms cover. These terms and conditions (**Terms**), together with the documents we refer to, apply to the products that you place an order for (**Products**) and form the terms of the contract between you and us for the sale of the Products that we sell to you. (**Contract**).

1.2 Why you should read them. Please read these Terms carefully before you submit your order to us. These Terms tell you about the Contract between us.

1.3 Reference to Products in these Terms is for ease of reference only and also applies where only one Product has been ordered. We may vary these Terms from time to time.

2. Information about us and how to contact us

2.1 Who we are. We are VPK Limited a company registered in England and Wales. Our company registration number is 06294948 and our registered office is at Unit 4/5 Fleming Road, Waltham Abbey, Essex, England, EN9 3BZ. Our registered VAT number is 930558816. Where you see the words 'Anthony Clarke' we are VPK Limited trading as Anthony Clarke and our company details are the same as set out here.

2.2 How to contact us. You can contact us by telephoning our customer service team at 02088528800 or by writing to us at info@vpk.ltd and Unit4/5 Meridian Park, Fleming Road, Waltham Abbey, EN9 3BZ

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these Terms, this includes emails.

3. How we use your data

3.1 How we may use your personal information. We will only use your personal information as set out in our PRIVACY POLICY

4. Consumer Customer's

4.1 If you are buying our Products as a consumer and not in a business capacity you may only place an order with us if you are over 18 years old. You have certain rights under the Consumer Rights Act 2015 if the Products are not as described or are faulty. Some

of your rights are set out in these Terms but you can seek guidance about your legal rights from the Citizen's Advice Bureau.

4.2 We are under a legal duty to supply Products that are in conformity with this Contract. Nothing in these Terms affects your statutory rights.

5. Business Customer's

5.1 If you are buying our Products in a business capacity these Terms constitute the Contract between us and no other terms and conditions, unless we specify in writing will apply. Where it is agreed that you can make changes to your order, including additional modifications or extra products, additional charges may apply and these will also be confirmed in writing to you. You agree that you have authority to place the order on behalf of the business that you are representing.

5.2 If you are provided with a quote, this quote is valid for 20 days unless it is agreed in writing to extend this period.

5.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6. Our contract with you

6.1 How we will accept your order if it is placed on our website. If your order is placed on our website, our acceptance of your order will take place when we email you to accept it and confirm we have received payment in full, at which point a Contract will come into existence between you and us.

6.2 How we will accept your order if it is placed on the telephone or in our showroom. If your order is placed over the telephone or in our showroom, our acceptance of your order will take place when we inform you that we have received payment in full, at which point a Contract will come into existence between you and us.

6.3 How we will accept your order if it is placed on the telephone or in our showroom and we have agreed you can pay by instalments. For business customers we may at our discretion agree that you can pay by instalments. This would include payment of a deposit on placing your order and the balance, usually paid in 2 instalments prior to delivery. If your order is placed over the telephone or in our showroom and payment by instalments has been offered, our acceptance of your order will take place when we inform you that we have received payment of the deposit in full, at which point a Contract will come into existence between you and us

6.4 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the Products. This might be because the Products

are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Products or because we are unable to meet a delivery deadline or Product modification you have specified.

6.5 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

7. Our products

7.1 Products may vary slightly from their pictures. The images of the products on our website and in our brochures, are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 5% tolerance.

7.2 Products may vary in appearance over time. Due to the material of our products they may change in appearance and colour over time. A product made from wood may vary in both appearance and colour over time and products that are painted may change in colour over time dependant on the position of the product in relation to both heat and light. We are not responsible for any changes in the Products that occur naturally or due to the location of the Products.

7.3 Unless we say so our Products are designed for domestic use only and we do not use commercial grade upholstery or other materials.

7.4 Making sure your measurements and bespoke options are accurate. We cannot accept returns of any Products incorrectly measured by you or when you have selected an incorrect bespoke option, so where this applies you are responsible for ensuring that the measurements and or the design option you are selecting are correct.

8. Your rights to make changes

8.1 If you wish to make a change to the Products you have ordered please contact us. Whilst we will try to accommodate your requested changes where we can this may not always be possible and we are under no obligation to do so. We will let you know if the change is possible and if it whether you wish to go ahead with the change as the price and or estimated delivery might change.

8.2 If you are a consumer please see paragraph 13 to see whether you have the right to end the Contract if we cannot accommodate the change requested or you do not wish to accept the change due to the price or estimated delivery date.

9. Our rights to make changes

9.1 Minor changes to the products. We may change the Products which are minor or non material and these changes do not entitle you to cancel the contract. These include:

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the Products;
- (c) alternative fittings to the Products because the ones placed with your order are no longer available, such as hinges or handles;
- (d) colour shade mixing. Where large orders are placed, we cannot guarantee that paint shades will be identical as different batches often have a minor difference in colour even when the same colour is mixed.

9.2 More significant changes to the Products and these terms. In addition, as we informed you in the description of the Products on our website or brochure, we may make the following changes to these Terms or the Products, but if we do so we will notify you and you may then contact us to end the Contract before the changes take effect and receive a refund for any Products paid for but not received.

10. Price of the Products

10.1 Where to find the price for the Products. The price of the Products (which includes VAT unless specified, in which case VAT will be added in addition to the price of the Products) will be the price indicated on the telephone or order pages when you placed your order. We take all reasonable care to ensure that the price of the Products advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the Products you order.

10.2 We will pass on changes in the rate of VAT where applicable. If the rate of VAT changes between your order date and the date we supply the Products, we will adjust the rate of VAT that you pay, unless you have already paid for the Products in full before the change in the rate of VAT takes effect.

10.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to

you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and require the return of any Products provided to you.

10.4 When you must pay and how you must pay. We accept payment with Visa Debit, Visa Business Debit, Mastercard Debit, International Maestro, UK Maestro. You must pay for your Products in full when placing your order unless we have agreed with you, prior to your order being confirmed, payment by instalments. If we have agreed with you payment by instalments, you must pay the deposit when placing your order and the remaining instalments by the agreed dates. We may charge you interest if you pay late at the rate of 4% a year above the base lending rate of Barclays Bank PLC from time to time. Interest will accrue daily until payment is made on the outstanding sum.

10.5 The price for the Products will be quoted on our website and in our brochures from time to time. We reserve the right to change the price of products on our site or in our brochures at any time but this will not affect a confirmed order placed by you.

11. Delivery and installation

11.1 Delivery costs. The costs of delivery will be confirmed to you during the order process and on your order confirmation as well. Delivery outside of the UK will require our agreement and will incur a surcharge. See paragraph 12

11.2 When we will provide the Products. During the order process the estimated delivery date will be confirmed to you and confirmed to you on your Payment Confirmation. The date is estimated only and is usually around 4-6 weeks following acceptance of your order, although it may take longer. We will notify you if the estimated delivery date is likely to be delayed.

11.3 When the Products are ready for delivery we will contact you. Delivery is completed when we deliver the Products to the address specified by you, or when you collect your order.

11.4 Returns Policy. Other than where you have a right to cancel in accordance with paragraph 13 we do not accept returns. This does not affect your statutory rights.

11.5 We are not responsible for delays outside our control. If our supply of the Products is delayed by an Event Outside our Control (see paragraph 19) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

- 11.6 Collection by you.** If you have asked to collect the Products from our premises, you can collect them from us but you must contact us in advance to agree a time and day for collection. The collection times will be during our working hours of [HOURS] on weekdays (excluding public holidays) and Saturdays.
- 11.7 You must be available to accept delivery of the Products.** Unless the Products can be posted through your letterbox, you will be notified what day your Products will be delivered and somebody must be available to take delivery of the Products. In the event it is not possible to deliver the Products on the pre-arranged day because somebody was not available, we will leave you a note informing you of how to rearrange delivery or collect the Products from a local depot. If it is necessary to re-arrange delivery because somebody was not available to take delivery on the pre-arranged date, you will need to pay additional delivery charges and the cost will be notified to you in advance. We may also charge you storage charges for the time that we are required to store the Products until they have been collected/re-delivered.
- 11.8 If you do not re-arrange delivery.** If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery (at additional cost to you) or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and paragraph 15.3 will apply.
- 11.9 When you become responsible for the Product.** A Product will be your responsibility from the time we deliver the Product to the address you gave us or you or a carrier organised by you if collected from us.
- 11.10 When you own the Product.** You own the Product once we have received payment in full.
- 11.11 Examination of Products.** Before accepting your Product you must thoroughly check inside the boxes before confirming acceptance of the delivery to the delivery driver, even if the Products appear from the packaging to be in perfect condition. If the Products are not in perfect condition please do not accept the Products and contact us for a replacement to be sent whilst the delivery driver is with you on [insert number]. Please ensure you mark the delivery driver's paperwork clearly with a description of the damage. Once Products have been accepted we are not responsible for any loss or damage. It is not acceptable to sign for the Products as 'unchecked'. If it is not possible to examine the Products on delivery because you are not home at the time of delivery you must notify us in writing of the damage and provide a photograph of the damage seen within 3 days of receiving the delivery. We will inform you whether we will investigate the cause of the damage further or whether we accept your claim of the

cause of the damage. Where Products have been unpacked for you and you have accepted the delivery you accept that the Products are in perfect condition on delivery.

11.12 Delivery Conditions. You must notify us of any factors that will prevent us from providing a normal delivery service i.e. restricted access, restricted parking, red routes and vehicle size restrictions. If we are unable to delivery the Products you will be liable for further delivery costs.

11.13 Installation. If we agree to install the Products you must ensure that the site is ready for installation. The site should be clear, with all old cupboards removed, walls in sound condition and flooring in place with all services in position. You must also put in place measures to ensure that your property is protected during installation, such as floor coverings. We are not responsible for any delay or additional charges incurred due to your failure to ensure the site is ready for installation. If we are unable to install the Products because the site is not ready for installation as stipulated, we may charge you reasonable costs for installing the Products on a different day. If the additional charges are not acceptable to you we will no longer have an obligation to install the Products for you and you will need to make alternative arrangements for installation.

12. Delivery outside of the UK

12.1 Please contact us in advance of placing your order for confirmation of whether we will deliver or arrange for delivery of the Products to your non UK destination. If we agree to your request we will confirm the costs and estimated time of delivery before you place your order. We do not accept any liability for the late delivery of Products outside of the UK for reasons relating to traffic or delays in public transport or other reasons outside of our control.

12.2 If you order Products outside the UK for delivery to an International delivery destination, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

12.3 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law

12.4 If we did not deliver the Product to you (i.e. you were responsible for the onward delivery of the Product to an address in a non-UK European member state), you will be responsible for delivery of the Product safely and in good condition.

13. You right to end the contract

13.1 These rights (paragraph 13) do not apply if you are ordering your Products in a business capacity or if you are a consumer and have ordered the Products from our showroom or factory.

13.2 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most Products bought online or over the telephone which are not made to your specification (made to order including made to your measurements or made to a bespoke option selected by you) you have a legal right to change your mind within 14 days and receive a refund. This right does not apply if you place an order in one of our showrooms or our factory.

13.3 When you don't have the right to change your mind. You do not have a right to change your mind in respect of Products that are made to your specification or are clearly personalised although we may, entirely at our discretion and in exceptional circumstances only, permit a refund subject to your paying for the costs of the return and an agreed sum to cover our net costs.

13.4 How long do I have to change my mind? Where you have a right to change your mind how long you have depends on what you have ordered and how it is delivered.

(a) You have 14 days to change your mind from the date that we sent to you the payment confirmation which is when the Contract is formed.

(b) If your Products have already been delivered in one consignment you have 14 days after the day you (or someone you nominate) receives the Products, **unless:**

(i) **Your Products are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

14. Where you have a right to end the Contract (including a right to change your mind if you are a Consumer)

14.1 Where you have a right to end the Contract with us, please let us know by doing one of the following:

(a) **Phone or email.** Call customer services on 02088528800 or email us at info@vpk.ltd. Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) **By post.** Simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

14.2 Returning Products after ending the Contract. If you have the right to end the Contract after Products have been dispatched to you or you have received them, you must return them to us in the original packaging and condition in which they were received. You must either return the Products in person to where you bought them or post or have them couriered back to us at Unit4/5 Meridian Business Park, Fleming Road, Waltham Abbey, EN9 3BZ (and within 14 days of telling us you wish to end the contract if you have a right to change your mind). Please ensure you include your name, address and order number in the package returning the Products.

14.3 When we will pay the costs of return. If the Products are returned for one of the following reasons, once we have received the Products in the original packaging and are satisfied that one of the following reasons apply, we shall reimburse you the reasonable costs of returning the Products to us subject to satisfactory documentary evidence provided to us of the return costs (if requested):

- (a) if the Products are faulty (this does not apply if the defect arises as a result of incorrect specifications provided by you, fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions) or misdescribed; or
- (b) if you are ending the Contract because we have told you of an upcoming material change to the Products or these Terms or an error in pricing because you have a legal right to do so as a result of something we have done wrong;

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

14.4 How we will refund you. If you have a right to cancel the Contract we will refund you the price you paid for the Products including delivery costs (if we are required to pay for them) by the method you used for payment once we have received the Product and are satisfied that they remain in their original condition and packaging. However, we may make deductions from the price, as described below.

14.5 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price to reflect any delivery costs and reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

- (c) Where the Product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

14.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If we have not offered to collect the Product then, your refund will be made within 14 days from the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.
- (b) In all other cases, your refund will be made within 30 days of our acceptance of your entitlement to a refund less any payments that we are entitled to retain.

15. Our rights to suspend or end the Contract

15.1 We may suspend or bring to an end the Contract if you break it. We may suspend or end the Contract for a Product at any time by writing to you if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products.
- (b) you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us;
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services;
- (d) where you are paying by instalments you fail to pay the instalment sum when it falls due, and still fail to make the payment within 7 days after a request for payment has been sent;
- (e) if you are a Business Customer and you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (f) if you are a Business Customer and you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business.

15.2 If we bring the Contract to an end this shall not affect any of the parties' rights and remedies that have accrued before the Contract ended.

15.3 You must compensate us if you break the Contract. If we end the Contract in the situations set out in clause 15.1 we may at our choice:

- (a) refund any money you have paid in advance for Products we have not provided but we may deduct or charge you for reasonable compensation for the net costs we will incur as a result of your breaking the contract;
- (b) we may claim from you the full contract sum together with any other costs or losses we incur as a result of your breach of Contract.

15.4

15.5 We may withdraw the Product. We may write to you to let you know that we are going to stop providing the Products. We will let you know at least 14 days in advance of our stopping the supply of the Products and will refund any sums you have paid in advance for Products which will not be provided but we will have no further liability to you.

16. If there is a problem with the Product

16.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 02088528800 or write to us at info@vpk.ltd and Unit4/5 Meridian Business Park, Fleming Road, Waltham Abbey, EN9 3BZ. Alternatively, please speak to one of our staff in our showroom or factory.

16.2 Your obligation to return rejected Products. If you wish to exercise your statutory rights to reject Products because you claim they are damaged or faulty you must either return them in person to where you bought them or post them back to us or (if they are not suitable for posting) or allow us to collect them from you. We will pay the costs of postage or collection if we agree with you in advance that we will pay those costs. Please call customer services on 02088528800 or email us at info@vpk.ltd for agreement in relation to returning your Products, the method of return and whether we agree to be responsible for the costs of the return.

17. Error! Bookmark not defined. Our responsibility for loss or damage suffered by you if you are a consumer

17.1 This clause 17 does not apply to you if you are ordering a Product in your business capacity.

17.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the

contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 17.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987
- 17.4 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 17.5 We are not liable for business losses.** We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 18. Our responsibility for loss or damage suffered by you if you are a business**
- 18.1** This clause 18 only applies if you are placing an order in a business capacity.
- 18.2** The Product is supplied for internal use and not for any re-sale purposes.
- 18.3** Nothing in these Conditions shall limit or exclude our liability for death or personal injury caused by us; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; or defective products under the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 18.4** Subject to paragraph 18,3 we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products.

19. Event Outside our Control

19.1 We will not be liable for any failure to perform, or delay in the performance of, any of our obligations under a Contract if such delay or failure results from events, circumstances or causes beyond us reasonable control (including but not limited to, inactions or delays of our manufacturers and suppliers, industrial action by third parties, threat of terrorist attack, war or a threat of, fire, explosion, storm, flood or earthquake or other natural disaster) (Event Outside our Control). In such circumstances our obligations under a Contract shall be suspended and we shall be entitled to a reasonable extension of the time for performing such obligations and if the delivery dates changes as a result of an Event Outside our Control we shall contact you to notify you of the new estimated delivery date.

20. Use of our site

20.1 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site at any time without notice.

20.2 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

20.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

20.4 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

20.5 If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at info@vpk.ltd

20.6 HOW YOU MAY USE MATERIAL ON OUR SITE

20.7 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

20.8 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

- 20.9** You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 20.10** Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 20.11** You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 20.12** If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 20.13** DO NOT RELY ON INFORMATION ON THIS SITE
- 20.14** The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 20.15** Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
- 20.16** WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO
- 20.17** Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 20.18** We have no control over the contents of those sites or resources.
- 20.19** USER-GENERATED CONTENT IS NOT APPROVED BY US
- 20.20** This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.
- 20.21** If you wish to complain about information and materials uploaded by other users please contact us on 02088528800.
- 20.22** OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 20.23** Whether you are a consumer or a business user:
- 20.24** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation.
- 20.25** Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any Products to you, which are set out in paragraph [xx] our these Terms.
- 20.26** If you are a business user:
- (a) we exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
 - (b) We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our site; use of or reliance on any content displayed on our site. In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.
- 20.27** If you are a consumer user:
- (a) Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 20.28** We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 20.29** We do not guarantee that our site will be secure or free from bugs or viruses.
- 20.30** You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 20.31** You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

20.32 RULES ABOUT LINKING TO OUR SITE

20.33 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

20.34 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

20.35 You must not establish a link to our site in any website that is not owned by you.

20.36 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

20.37 We reserve the right to withdraw linking permission without notice.

20.38 If you wish to link to or make any use of content on our site other than that set out above, please contact info@vpk.ltd.

20.39 You are not permitted to use our trademarks (registered or unregistered) without our approval, unless they are part of material you are using as permitted under 'How You May Use Material on Our Site'.

21. Other important terms

21.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. Any such transfer will not affect your rights and obligations under the Contract.

21.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

21.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

21.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

21.5 Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

21.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. However, if you are a consumer and you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts or if you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

