



**Table Of Contents** [hide](#)

**[TERMS AND CONDITIONS](#)**

- [1. Introduction](#)
- [2. Copyright notice](#)
- [3. Permission to use website](#)
- [4. Misuse of website](#)
- [5. Products](#)
- [6. Registration and accounts](#)
- [7. User login details](#)
- [8. Cancellation and suspension of account](#)
- [9. Our rights to use your content](#)
- [10. Rules about your content](#)
- [11. Report abuse](#)
- [12. Limited warranties](#)
- [13. Limitations and exclusions of liability](#)
- [14. Breaches of these terms and conditions](#)
- [15. Third party websites](#)
- [16. Trade marks](#)
- [17. Variation](#)
- [18. Assignment](#)
- [19. Severability](#)
- [20. Third party rights](#)
- [21. Entire agreement](#)
- [22. Law and jurisdiction](#)
- [23. Statutory and regulatory disclosures](#)

**[TERMS AND CONDITIONS OF SALE](#)**

- [1. Introduction](#)
- [2. Interpretation](#)
- [3. Order process](#)
- [4. Products](#)
- [5. Prices](#)
- [6. Payments](#)
- [7. Deliveries](#)
- [8. Distance contracts: cancellation right](#)
- [9. Warranties and representations](#)
- [10. Limitations and exclusions of liability](#)
- [11. Variation](#)
- [12. Assignment](#)



- [13. No waivers](#)
- [14. Severability](#)
- [15. Entire agreement](#)
- [16. Law and jurisdiction](#)
- [17. Statutory and regulatory disclosures](#)
- [18. Our details](#)

## **TERMS AND CONDITIONS**

### **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.

### **2. Copyright notice**

- 2.1** Copyright (c) [Pakaloa](#).
- 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. Permission 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 for your own personal and non-commercial use, providing that such printing is not systematic or excessive;

**(d)** stream audio and video files from our website using the media player on our website; and

**(e)** use our website services by means of a web browser,

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 your own personal and business purposes.

**3.4** Except as expressly permitted by these terms and conditions, you must not 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 redistribute our newsletter in print and electronic form to any person.

**3.7** We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

## 4. Misuse of website

### 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, accessibility, integrity or security 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;
- (c) hack or otherwise tamper with our website;
- (d) probe, scan or test the vulnerability of our website without our permission;
- (e) circumvent any authentication or security systems or processes on or relating to our website;
- (f) 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;
- (g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);
- (h) decrypt or decipher any communications sent by or to our website without our permission;
- (i) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (j) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (k) use our website except by means of our public interfaces;
- (l) violate the directives set out in the robots.txt file for our website;
- (m) use data collected from our website for any direct marketing activity (including without

limitation email marketing, SMS marketing, telemarketing and direct mailing); or

**(n)** do anything that interferes with the normal use of our website.

**4.2** You must not use data collected 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 and Section 10.

## **6. Registration and accounts**

**6.1** 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.

**6.2** You must not allow any other person to use your account to access the website.

**6.3** You must notify us in writing immediately if you become aware of any unauthorised use of your account.

**6.4** 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, you will be asked to choose a user ID and password.

**7.2** Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; 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:

- (a)** suspend your account;
- (b)** cancel your account; and/or
- (c)** edit your account details,

at any time in our sole discretion with or without notice to you.

**8.2** We will usually cancel an account if it remains unused for a continuous period of 18 months.

**8.3** You may cancel your account on our website using your account control panel on the website.

## **9. Our rights to use your content**

**9.1** In these terms and conditions, “your content” means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual

material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

**9.2** You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media OR reproduce, store and publish your content on and in relation to this website and any successor website OR reproduce, store and, with your specific consent, publish your content on and in relation to this website.

**9.3** You grant to us the right to sub-license the rights licensed under Section 9.2.

**9.4** You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.

**9.5** You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

**9.6** You may edit your content to the extent permitted using the editing functionality made available on our website.

**9.7** Without prejudice to our other rights under these terms and conditions, if you breach any provision of 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 delete, unpublish or edit any or all of your content.

## **10. Rules about your content**

**10.1** You warrant and represent that your content will comply with these terms and conditions.

**10.2** 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).

**10.3** 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, trade mark 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;
- (l)** 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.





## **11. Report abuse**

**11.1** 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.

**11.2** You can let us know about any such material or activity by email or using our contact form.

## **12. Limited warranties**

**12.1** 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;

**(c)** that the website will operate without fault; or

**(d)** that the website or any service on the website will remain available.

**12.2** 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.

**12.3** To the maximum extent permitted by applicable law and subject to Section 13.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **13. Limitations and exclusions of liability**

**13.1** 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.

**13.2** The limitations and exclusions of liability set out in this Section 13 and elsewhere in these terms and conditions:

**(a)** are subject to Section 13.1; 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.

**13.3** To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

**13.4** We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

**13.5** 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.

**13.6** We will not be liable to you in respect of any loss or corruption of any data, database or software.

**13.7** We will not be liable to you in respect of any special, indirect or consequential loss or damage.

**13.8** 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).

## **14. Breaches of these terms and conditions**

**14.1** 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) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

**14.2** 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 (including without limitation creating and/or using a different account).

## **15. Third party websites**

**15.1** Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

**15.2** We have no control over third party websites and their contents, and subject to Section 13.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **16. Trade marks**

**16.1** Pakaloa™, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

**16.2** The third party registered and unregistered trade marks 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.



## **17. Variation**

**17.1** We may revise these terms and conditions from time to time.

**17.2** The revised terms and conditions shall apply to the use of our website from the date of publication of the 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. OR We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.

**17.3** If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

## **18. Assignment**

**18.1** You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

**18.2** 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.

## **19. Severability**

**19.1** 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.

**19.2** 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.

## **20. Third party rights**

**20.1** 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.

**20.2** The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **21. Entire agreement**

Subject to Section 13.1, 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.

## **22. Law and jurisdiction**

**22.1** These terms and conditions shall be governed by and construed in accordance with English law.

**22.2** Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **23. Statutory and regulatory disclosures**

**23.1** We are registered in England and Wales under registration number 12026803 and our registered office is at 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ.

**23.2** Our VAT number is GB 324 0674 24

**23.3** You can contact us by using our website contact form

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# **TERMS AND CONDITIONS OF SALE**

## **1. Introduction**

**1.1** These terms and conditions shall govern the sale and purchase of products through our website.



**1.2** You will be asked to give your express agreement to these terms and conditions before you place an order on our website.

**1.3** This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

## **2. Interpretation**

**2.1** In these terms and conditions:

(a) “we” means *name*; and

(b) “you” means our customer or prospective customer,

and “us”, “our” and “your” should be construed accordingly.

## **3. Order process**

**3.1** The advertising of products on our website constitutes an “invitation to treat” rather than a contractual offer.

**3.2** No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.

**3.3** To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; once you are logged in, you must select your preferred method of delivery and confirm your order and your consent to the terms of this document; you will be transferred to our payment service provider’s website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.

**3.4** You will have the opportunity to identify and correct input errors prior to making your order.

## 4. Products

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. Prices

**5.1** Our prices are quoted on our website.

**5.2** We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.

**5.3** All amounts stated in these terms and conditions or on our website are stated inclusive of VAT.

**5.4** It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.

## 6. Payments

**6.1** You must, during the checkout process, pay the prices of the products you order.

**6.2** Payments may be made by bank card.

**6.3** If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

**(a)** an amount equal to the amount of the charge-back;

**(b)** all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);

**(c)** an administration fee of EUR 30.00 including VAT; and

**(d)** all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.4 (including without limitation legal fees and debt collection fees), and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4.

## 7. Deliveries

Our policies and procedures relating to the delivery of products are set out in our delivery policy document.

## 8. Distance contracts: cancellation right

**8.1** This Section 8 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

**8.2** You may withdraw an offer to enter into a contract with us through our website or cancel a contract entered into with us through our website (without giving any reason for your withdrawal or cancellation) at any time within the period:

**(a)** beginning upon the submission of your offer; and

**(b)** ending at the end of 14 days after the day on which the products come into your physical possession or the physical possession of a person identified by you to take possession of them (or, if the contract is for delivery of multiple products, lots or pieces of something, 14 days after the day on which the last of those products, lots or pieces comes into your physical possession or the physical possession of a period identified by you to take possession of them).

**8.3** In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 8, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

**8.4** If you cancel a contract on the basis described in this Section 8, you must send the products back to us or hand them over to us or a person authorised by us to receive them. You must comply with your obligations referred to in this Section 8 without undue delay and in any event not later than 14 days after the day on which you inform us of your decision to cancel the contract. You must pay the direct cost of returning the products.

**8.5** If you cancel an order in accordance with this Section 8, you will receive a full refund of the amount you paid to us in respect of the order including the costs of delivery to you,





except:

**(a)** if you chose a kind of delivery costing more than the least expensive kind of delivery that we offer, we reserve the right to retain the difference in cost between the kind of delivery you chose and the least expensive kind of delivery that we offer; and

**(b)** as otherwise provided in this Section 8.

**8.6** If the value of the products returned by you is diminished by any amount as a result of the handling of those products by you beyond what is necessary to establish the nature, characteristics and functioning of the products, we may recover that amount from you up to the contract price. We may recover that amount by deducting it from any refund due to you or require you to pay that amount direct to us. Handling which goes beyond the sort of handling that might reasonably be allowed in a shop will be “beyond what is necessary to establish the nature, characteristics and functioning of the products” for these purposes.

**8.7** We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

**8.8** Unless we have offered to collect the products, we will process a refund due to you as a result of a cancellation on the basis described in this Section 8 within the period of 14 days after the day on which we receive the returned products or (if earlier) after the day on which you supply to us evidence of having sent the products back. If we have not sent the products to you at the time of withdrawal or cancellation or have offered to collect the products, we will process a refund due to you without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the withdrawal or cancellation.

**8.9** You will not have any right to cancel a contract as described in this Section 8 insofar as the contract relates to:

**(a)** the supply of any sealed audio recordings, sealed video recordings or sealed computer software which have been unsealed by you;

**(b)** the supply of products the price of which is dependent upon fluctuations in financial markets which we cannot control and which may occur during the cancellation period;

**(c)** the supply of newspapers, periodicals or magazines, with the exception of subscription



contracts for the supply of such publications;

**(d)** the supply of goods which are liable to deteriorate or expire rapidly;

**(e)** the supply of non-prefabricated goods that are made on the basis of an individual choice of or decision by you, or goods that are clearly personalised;

**(f)** the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, where such goods have been unsealed by you; or

**(g)** the supply of goods which are, according to their nature, inseparably mixed with other items after delivery.

## **9. Warranties and representations**

**9.1** You warrant and represent to us that:

**(a)** you are legally capable of entering into binding contracts;

**(b)** you have full authority, power and capacity to agree to these terms and conditions;

**(c)** all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and

**(d)** you will be able to take delivery of the products in accordance with these terms and conditions and our delivery policy.

**9.2** We warrant to you that:

**(a)** we have the right to sell the products that you buy;

**(b)** the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;

**(c)** you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;

**(d)** the products you buy will correspond to any description published on our website; and

**(e)** the products you buy will be of satisfactory quality.



**9.3** All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 10.1, all other warranties and representations are expressly excluded.

## **10. Limitations and exclusions of liability**

**10.1** 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,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

**10.2** The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:

- (a) are subject to Section 10.1; 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.

**10.3** We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

**10.4** 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.

**10.5** 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).

## **11. Variation**

**11.1** We may revise these terms and conditions from time to time by publishing a new version on our website.

**11.2** A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

## **12. Assignment**

**12.1** You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions – providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

**12.2** 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.

## **13. No waivers**

**13.1** No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

**13.2** No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

## **14. Severability**

**14.1** 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.

**14.2** 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.

## **15. Entire agreement**

Subject to Section 10.1, these terms and conditions, together with our delivery policy and our returns policy, shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

## **16. Law and jurisdiction**

**16.1** These terms and conditions shall be governed by and construed in accordance with English law.

**16.2** Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **17. Statutory and regulatory disclosures**

**17.1** We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

**17.2** These terms and conditions are available in different languages.

**17.3** Our VAT number is GB 324 0674 24.

**17.4** The website of the European Union's online dispute resolution platform is available at <https://webgate.ec.europa.eu/odr/main>. The online dispute resolution platform may be used for resolving disputes.

## **18. Our details**

**18.1** This website is owned and operated by Sublimz LTD (Pakaloa).

**18.2** We are registered in England and Wales under registration number 12026803 and our registered office is at 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ.



**18.3** Our VAT number is GB 324 0674 24

**18.4** You can contact us by using our website contact form

**Last Updated: November 18, 2019.**