

# TERMS AND CONDITIONS OF USE

THE FOLLOWING TERMS AND CONDITIONS OF USE AGREEMENT (hereafter "Terms") governs your use of our web site (hereafter "web site"). It is vitally important that you read the Terms carefully, as your use of the web site will automatically constitute your agreement to be legally bound by the terms and conditions set out herein. These Terms also govern your use or purchase of the products/services provided through or in connection with the web site (hereafter "services"). Each time you use our services, you acknowledge that you have read these Terms and agree to be legally bound by them. If you do not agree to be bound by these Terms, you may not use the web site(s) or the services provided by Business through its web site(s).

This website is owned by **Urban Marmalade** (hereafter "**Business**"), registered as a private company.

The following words used in these Terms shall have the following meanings:

- "**Personal Information**" shall mean all data and/or information provided by and about User, including e-mail address (es), name, address, credit card, or other payment information, etc.;
- "**Business web site**" shall mean all web sites on which **Business** provides products and/or services.
- "**Business User**" shall mean all Users of the Business web site(s) and services.
- "**Business Products and Services**" shall mean all products and/or services provided directly by Business;
- "**3rd-Parties**" include all advertisers, partners and affiliate vendors that are included on, or linked to, the Business web site(s).

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## **Copyright Infringement**

In accordance with UK and International law, any notifications of claimed copyright infringement should be sent to us immediately. Such notification can be sent by email, to [hello@urbanmarmalade.uk](mailto:hello@urbanmarmalade.uk) or by letter to: Urban Marmalade, 1st Floor Rutherford House, Warrington Road, Birchwood, Warrington, United Kingdom, WA3 6ZH.

## **DISCLAIMER**

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The Business does not make any warranties or representations regarding any data, service and/or information provided or made available by any user on any of the Business web sites or on any external web sites linked to them. In particular, the Business does not warrant or represent that said data, service and/or information is true or accurate, or that it fulfils or serves any particular purpose.

Without limiting the foregoing, under no circumstances shall the Business be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of 3rd-parties, or loss of or fluctuations in heat, light, or air conditioning.

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FOR ANY DAMAGES TO THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY IN ALL CASES. THE USER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

THE COMPANY AND ITS WEB SITES ARE NOT RESPONSIBLE OR LIABLE FOR CONTENT POSTED BY USERS, 3rd-PARTIES, ACTIONS OF ANY 3rd-PARTY OR FOR ANY DAMAGE TO, OR VIRUS THAT MAY INFECT, A USER'S COMPUTER EQUIPMENT OR OTHER PROPERTY.

## **LIABILITY**

The Business may modify, suspend, discontinue or restrict the use of any portion of the Business web site, including the availability of any portion of the content at any time, without notice or liability.

User acknowledge and agree that it is virtually impossible to achieve continuous, uninterrupted availability of the Business or any other, web site. While we endeavour to ensure that this website is normally available 24 hours a day, we will not be liable if for any reason this website is unavailable at any time or for any period. Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Our liability (and that of our officers, directors, employees, shareholders or agents) of any kind (including our own negligence) with respect to our website or service for any one event or series of related events is limited to the total fees which you have paid to us in the 12 months before the event(s) complained of.

In no event (including our own negligence) will we be liable for any:

- (a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
  - (b) loss of goodwill or reputation;
  - (c) special, indirect or consequential losses; or
  - (d) damage to or loss of data
- (even if we have been advised of the possibility of such losses).

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

## **INDEMNITY**

You agree to indemnify, defend and hold harmless the Business, its web site(s) and each of its respective advertisers, partners, suppliers, licensors, officers, directors, shareholders, employees, representatives, contractors, agents and sub-licensees, from any and all claims (including but not limited to claims for defamation, trade disparagement, privacy and intellectual property infringement) and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding:

1. Your use of the Business web site(s);
2. The Business's use of any your content or information, as long as such use is not inconsistent with these Terms;

3. Information or material provided through your IP address, even if not posted by you or
4. Any violation of these Terms by you.

## **GOVERNING LAW AND JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts where the claim is brought by you. We nevertheless retain the right to bring proceedings against you for any threatened or actual breach of these terms and conditions in your country of residence, registration or business or any other relevant country.

We do not warrant that materials, services or information for sale on the website are appropriate or available for use outside the United Kingdom. It is prohibited to access the website from territories where its contents are illegal or unlawful. If you access this website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

## **MISCELLANEOUS**

If any provision of these Terms is, for any reason, invalid and/or unenforceable, as determined in an appropriate Court of proper jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. You agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision and shall be interpreted most favourably, when possible, to the benefit of the Business.

**Section Titles** : The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

**Incident Reporting** : Any complaints regarding violations of these Terms by a User should be directed to customer services at [hello@urbanmarmalade.uk](mailto:hello@urbanmarmalade.uk). Where possible, include details that would assist the Business in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

**Complaints Procedure** : We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at Blue Tower, MediaCity UK, Salford Quays, Manchester, United Kingdom, M50 2ST.

## **ONLINE ACCEPTANCE**

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999.

These Terms represent the entire understanding between the user and the Business and supersedes any prior statements or representations. THE USER AGREES TO THE TERMS OF THIS ONLINE AGREEMENT, by using the web site, it's services, sign up, posting, downloading

and uploading content, and understands that it is entering into a binding and legal agreement with Business.

You agree to file any claim regarding any aspect of this web site or these Terms within six (6) months of the time in which the events giving rise to such alleged claim began, or you agree to waive such claim. You also agree that no claim subject to these Terms may be brought as a class action or in any other jurisdiction than English courts.

These Terms and Conditions were last updated, and became effective, on 05/12/2023.

**Contact Information** : Our contact details are as follows:

Business Name: Urban Marmalade, 1st Floor Rutherford House, Warrington Road, Birchwood, Warrington, United Kingdom, WA3 6ZH. General email: hello@urbanmarmalade.uk Telephone number: 0330 311 2551