

village-on-the-web ltd – Terms of Website use

This document (together with related documents referred to on it) tells you the terms of use on which you may make use of www.village-on-the-web.com (**our website**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website. [A printable version of these terms is available here.](#)

INFORMATION ABOUT US

www.village-on-the-web.com is a website operated by village-on-the-web ltd (**we**). We are a limited company registered in England and Wales under company number 06556282 and have our registered office at 17 Elmfield Avenue, York YO31 9LX.

ACCESSING OUR WEBSITE

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice (see below). We will not be liable if for any reason our website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our website, or our entire website, to users who have registered with us.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.

USING OUR WEBSITE

You may use our website only for lawful purposes. You may not use our website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of these terms of website use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our website;
 - any equipment or network on which our website is stored;
 - any software used in the provision of our website; or
 - any equipment or network or software owned or used by any third party.

REGISTRATION

To register to use our website or to purchase goods from stores located on our website, unless otherwise agreed with us in advance and in writing, you:

- must be aged 18 years or above; and
- must provide us with true and accurate information and must maintain and update as applicable; and
- not impersonate any person or use a name that you are not legally entitled to use;
- authorise us to use any information provided to us in registering to verify your information (including any updated information), to obtain credit reports about you from time to time while you are registered and to obtain an initial credit authorisation from your credit card issuer at the time of registration; and
- must be prepared to pay us using our chosen third party payment processors as set out on our website and in accordance with their terms and conditions.

We reserve the right to refuse or reject any registration and to refuse service to any person for any reason in our sole and absolute discretion.

To register you must provide your real name, address, phone number and email address. To purchase goods, in addition to this information you must provide any information required by our chosen third party payment processors. You warrant that the information that you provide during the registration and payment processes (and any updated information) is true and correct.

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, and you must not disclose it to any third party. 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 opinion you have failed to comply with any of the provisions of these terms of use.

TRANSACTIONS CONCLUDED THROUGH OUR WEBSITE

Contracts for the supply of goods formed through our website or as a result of visits made by you are governed by our [terms and conditions of supply](#).

INTELLECTUAL PROPERTY RIGHTS

We or our affiliates or our content suppliers (including storekeepers) are the owner of or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to

material posted on our website.

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.

Our status (and that of storekeepers and any identified contributors) as the authors of material on our website must always be acknowledged.

You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents.

OUR WEBSITE CHANGES REGULARLY

We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

We will be responsible for any losses you suffer as a result of us breaching these conditions if the losses were reasonably foreseeable to both you and us when you commenced using the website.

All claims for losses you suffer resulting from contracts for the supply of goods with storekeepers formed through our website will be subject to the [terms and conditions of supply](#).

The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;

- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted time including but not limited to management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

We process information about you in accordance with our [privacy policy](#). By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs, spyware, adware or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, trojans, worms, logic bombs, spyware, adware or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR WEBSITE

You may not link to our website without our consent, which can be sought by emailing us at office@village-on-the-web.com. We reserve the right to refuse consent without giving a reason for such refusal.

If you wish to link to or make any use of material on our website other than as set out above, please address your request to Simon Main at our registered business address.

LINKS FROM OUR WEBSITE

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of

those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

TRADE MARKS



is the UK registered trade mark of village-on-the-web ltd.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.

YOUR CONCERNS

If you have any concerns about material which appears on our website, please contact office@village-on-the-web.com.

Thank you for visiting our website.