

TERMS AND CONDITIONS

These terms and conditions apply to the use of this Website and by accessing this Website and/or placing an order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions you may not use or access this Website. It assists us in providing the best possible service to you for our respective commitments and responsibilities to one another to be clearly defined at the point of sale.

These commitments are set out below and we request that you read them.

DEFINITIONS

“Conditions” means these terms and conditions; “Product” means a product displayed for sale on the website; “Product description” means that part of the website where certain terms and conditions in respect of the individual product are provided; “Users” means the users of the website collectively; “Personal information” means the details provided by you on registration; “we/us” means F.A. Henshaw; “website” means the website located at www.fahenshaw.co.uk or any subsequent URL which may replace it; “Cookies” means small text files which our website places on your computer's hard drive to store information about your shopping session and to identify your computer; “United Kingdom” means England, Wales, Scotland, Northern Ireland and the Channel Islands and “You” means a user of this website.

GENERAL

INTELLECTUAL PROPERTY AND RIGHT TO USE

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. You acknowledge and agree that the material and content contained within the website is made available for your personal non-commercial use only and that you may (if necessary to make a purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

COMPLIANCE WITH LAWS

The website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the website and any transactions conducted on or through the website.

LIMITATION OF LIABILITY

While we will use reasonable endeavours to verify the accuracy of any information we place on the website, we make no warranties, whether express or implied in relation to its

accuracy. The website is provided on an “as is” and “as available” basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the website, or any transaction that may be conducted on or through the website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade. We make no warranty that the website will meet your requirements or will be uninterrupted, timely or error free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website. To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the products. This does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the conditions for:

SEVERANCE

If any part of the conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the conditions and shall not affect the validity and enforceability of any of the remaining provisions of the conditions. Any economic losses (including without limitation loss of revenues, profits, contracts business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect losses, suffered or incurred by that party arising out of or in connection with the provisions of any matter under the conditions. Nothing in the conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

WAIVER

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

SURVIVAL

Each provision of the conditions shall be construed as separately applying and surviving even if for any reason one or other of those provision is held to be inapplicable or unenforceable in any circumstances.

ENTIRE AGREEMENT

These conditions govern our relationship with you. Any changes to these conditions must be in writing and signed by both parties. In this way we can avoid any problems surrounding what F A Henshaw and you are expected to do. You confirm that, in agreeing to accept the conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these conditions and you agree that you shall have no remedy in respect of any representation. Your statutory rights are not affected by these terms and conditions. Nothing in this clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become

a term of the conditions.

LAW

The conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

CONTACT F.A. HENSHAW

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