

# Terms and conditions

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This website may only be used for lawful purposes by individuals seeking information. We specifically prohibit the submission of incomplete, false or inaccurate biographical information or that which is not your own accurate information.

The material may contain inaccuracies or typographical errors. Les Bourgs Hospice makes no representations about the accuracy, reliability, completeness, or timeliness of the website or the material thereon. Use of the website and the material is at your own risk. Changes are periodically made to the website and may be made at any time.

Les Bourgs Hospice does not warrant that the website will operate error-free or that the website and its server are free of computer viruses or other harmful mechanisms. If your use of the website or the material thereon results in the need for servicing or replacing equipment or data, Les Bourgs Hospice is not responsible for those costs.

Certain areas of this website may be subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.

We are under no legal obligation to control the information provided by other companies or service providers whose websites are accessible via links on this site. These links are provided solely as a convenience to you and not as an endorsement by Les Bourgs Hospice of the contents on such third party websites. Les Bourgs Hospice is not responsible for the content of linked third party sites and does not make any representations regarding content or accuracy of materials on such third party websites. If you decide to access linked third party websites, you do so at your own risk

## **1. Introduction**

1.1 You will be able to access most areas of this website without registering your details with us. Certain areas of this website are only open to you if you register.

1.2 We may revise these terms and conditions at any time by updating this posting. You may wish to check this website from time to time to review the terms and conditions. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this website.

## **2. Your details**

All personal details are transferred onto the Les Bourgs Hospice Fundraising Donorflex database. This information is not shared with any third parties without your consent. Where possible you will be asked to opt into a mailing list however should you receive mailings from us that you would rather not receive, please notify us by email at [info@lesbourgs.com](mailto:info@lesbourgs.com) and we will remove you from any mailing lists as soon as possible.

## **3. Ordering from us**

2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

2.2 Our acceptance of an order takes place when we dispatch the order. When we dispatch the order, the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

2.3 We may refuse to accept an order:

- (a) where goods are not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria set out in our terms and conditions.

### **3. Pricing**

3.1 For European and worldwide dispatches, we may need to charge additional postage costs and will contact you about these before dispatching the goods.

### **4. Cancellation and Returns Policy**

4.1 If you wish to cancel your order:

- (a) you can notify us by email at [trish@lesbourgs.com](mailto:trish@lesbourgs.com) before we have dispatched the goods to you; or
- (b) where goods have already been dispatched to you, by returning goods to us in accordance with clause 4.2 below.

4.2 You can return goods you have ordered from us for any reason at any time within 14 days of receipt for a refund or exchange. The costs of returning goods to us shall be borne by you.

4.3 The rights to return the goods to us as referred to in clause 4.2 will not apply in the following circumstances:

- (a) in the event that the product has been used and not in a resellable condition;
- (b) the return has not been pre-authorised by us.

### **5. Licence**

5.1 You are permitted to print and download extracts from this website for your own use on the following basis:

- (a) no documents or related graphics on this website are modified in any way;
- (b) no graphics on this website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this website other than in accordance with clause 5.1 above for any purpose is prohibited. Any photographs taken by Les Bourgs Hospice representatives may appear on the website. If you would like us to remove a photograph, you can notify us by email at [trish@lesbourgs.com](mailto:trish@lesbourgs.com).

5.3 Subject to clause 5.1, no part of this website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 Any rights not expressly granted in these terms are reserved.

### **6. Visitor material and conduct**

6.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

6.2 You are prohibited from posting or transmitting to or from this website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- (b) for which you have not obtained all necessary licences and/or approvals;
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

6.3 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 6.2.

## **7. Links to and from other websites**

7.1 Links to third party websites on this website are provided solely for your convenience. If you use these links, you leave this website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this website, you do so entirely at your own risk.

7.2 If you would like to link to this website, you may only do so on the basis that you link to, but do not replicate, the home page of this website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the our logo;
- (b) you do not create a frame or any other browser or border environment around this website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information about us;
- (e) you do not otherwise use any Les Bourgs Hospice trademarks displayed on this website without our express written permission;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

7.3 You shall fully indemnify us for any loss or damage we, or any of our group companies, may suffer or incur as a result of your breach of clause 7.2.

## **8. Registration**

8.1 Each registration is for a single user only. We do not permit you to share your username and password with any other person nor with multiple users on a network.

8.2 Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

8.3 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

## **9. Disclaimer**

9.1 While we endeavour to ensure that the information on this website is correct, we do not warrant the accuracy and completeness of the material on this website. We may make changes to the material on this website, or to the products and prices described in it, at any time without notice. The material on this website may be out of date, and we make no commitment to update such material.

9.2 The material on this website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

## **10. Liability**

10.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this website in any way or in connection with the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or any websites linked to this website.

10.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence; (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

10.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

10.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this website, or the use by any other person using your registration details.

## **11. Governing law and jurisdiction**

11.1 These terms and conditions are subject to the laws and exclusive to the jurisdiction of the island of Jersey, Channel Islands. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Jersey courts.

## **12 . Delivery times**

12.1 We aim to dispatch all in stock items within 7 working days of receiving your order. If your order is placed during a weekend or Bank Holiday however, this will be processed on the next working day. Working days are Mon-Fri 09.00hrs-17.00hrs.

12.2 For UK customers, we endeavour to have your order delivered to you within 14 working days. Please note, this is not a guaranteed service and all delivery times are estimates only. We are unable to guarantee any delivery dates or times as delays may occur that are outside our control.

## **13. Non-delivery**

13.1 Because goods are shipped by post, delivery times are often out of our control. In some circumstances it could be up to 14 days for you to receive your order. If you have not received your order after a period of 14

days, contact us by email at [trish@lesbours.com](mailto:trish@lesbours.com). We will arrange to either send you replacement goods or process a refund against your credit or debit card.