

Trading terms and conditions of CraftyClicks.co.uk

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

We are: MAST Consulting Ltd, trading as CraftyClicks.co.uk

You are: a visitor to our Website / our customer

1 Definitions

In this agreement:

“Website” - means the entire computing hardware and software installation that is or supports our Website.

“Lookup” - means submitting a single postcode and obtaining a list of postal addresses for a that single postcode from our Server.

“Products” - means any of the postcode Lookup products and associated support services we offer for sale on our website.

“Content” - means any material in any form published on our Website by us or any third party with our consent.

“Material” - means Content of any sort posted or submitted by you on our Website.

2 Our contract with you

These terms and conditions apply:

2.1 So far as the context allows, to you as a visitor to our Website; and

2.2 In any event to you as a buyer or prospective buyer of our Products.

2.3 We shall accept your order by e-mail confirmation. That is when our contract is made. Our e-mail message will also confirm details of your purchase.

2.4 We may change these terms from time to time. The terms that apply to you are those posted here on our Website at the time you submit your order.

2.5 If in future, you buy Products from us under any arrangement which does not involve your payment via our Website; these terms still apply so far as they can be applied.

3 Your account with us

3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with access to our Products.

3.2 You are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.

3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

3.4 We reserve the right to refuse you access to our Website.

4 Price and payment

4.1 You will have the option to set up recurring payments to automatically renew any Products or licences upon expiry. If you select this option, you authorise us to arrange withdrawal of funds on your card without further reference to you.

4.2 Payments are billed and must be settled in advance.

4.3 Payments are non-refundable, except as stated on our Website.

5 Products

5.1 You agree to use the Products, and any data obtained through the Products, in accordance with the Royal Mail End Users' Terms. These terms are available to read on our Website. You will have to agree to these terms before placing your order.

5.2 You agree to use the Products, and any data obtained, in a proper, moral and legal way.

5.3 We will do our best to maintain our Website and Products so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance.

6 Foreign taxes, duties and import restrictions

6.1 Our Products are intended to be used in the UK.

6.2 If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.

6.3 You are responsible for purchasing Products which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

7 Disclaimers

7.1 We or our Content suppliers may make improvements or changes to our Website, the Content, or to any of the Products, at any time and without advance notice.

7.2 You are advised that Content may include technical inaccuracies or typographical errors. We are only human. We would be grateful if you bring to our immediate attention, any that you find.

7.3 We give no warranty and make no representation, express or implied, as to:

7.3.1 the adequacy or appropriateness of the Products for your purpose.

7.3.2 the truth of any Content on Our Website;

7.3.3 any implied warranty or condition as to merchantability or fitness of the Products for a particular purpose;

7.3.4 compatibility of our Website with your equipment, software or telecommunications connection.

7.3.5 compliance with any law;

7.3.6 non-infringement of any right.

7.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.

7.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of our Website or the purchase of Products.

7.6 In any claim against us our liability is limited to the value of the goods you have purchased in the contract which is the subject of the dispute.

8 Content and Intellectual Property Rights

8.1 We will defend the intellectual property rights in connection with our Products and our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).

8.2 We also claim copyright in the designs and compilation of all Content of our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all

countries.

8.3 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part without our prior consent

8.4 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person without our prior consent.

8.5 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

9 Your email address

9.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.

9.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.

9.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

10 System security

10.1 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of our Website or Products.

10.2 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

11 Indemnity

11.1 You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of our Website, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

12 Miscellaneous provisions

12.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

12.2 Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.

12.3 Nothing in this agreement or on our Website shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

12.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

12.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

12.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

12.8 This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

13 Our details

CraftyClicks.co.uk is a trading name of MAST Consulting Ltd.

MAST Consulting Ltd is registered in England & Wales under registration number 4549148.

Our VAT number is 922190545.

Our registered address is Halcyon House, Money Row Green, Maidenhead, SL6 2ND.

You can write to us or contact us as set out on our website.