

# **Terms & Conditions:**

Please read these terms of service ("terms", "terms of service") carefully before using **SinsationalModelling,com** website (the "service") operated by [name] ("us", 'we", "our").

### **Conditions of Use**

We will provide their services to you, which are subject to the conditions stated below in this document. Every time you visit this website, use its services or make a purchase, you accept the following conditions. This is why we urge you to read them carefully.

### **Privacy Policy**

Before you continue using our website we advise you to read our privacy policy: privacyplicy.html regarding our user data collection. It will help you better understand our practices.

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

#### **Confidentiality**

We are registered under the Data Protection Act 1998 and as such, any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than our partners or associates if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

### **Disclaimer**

#### **Exclusions and Limitations**

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

## **Payment**

Cash or Personal Cheque with Bankers Card, all major Credit/Debit Cards, Bankers Draft or BACS Transfer are all acceptable methods of payment. Our Terms are payment in full within thirty days. All goods remain the property of the Company until paid for in full. Monies that remain outstanding by the due date will incur late payment interest at the rate of 2% above the prevailing Bank of England's base rate on the outstanding balance until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed £3000. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

Returned cheques will incur a £25 charge to cover banking fees and administrative costs. In an instance of a second Returned cheque, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash transactions only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

# **Cancellation Policy**

Minimum 24 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone 'text message' and/or fax, or any other means will be accepted subject to confirmation in writing. We reserve the right to levy a £30 charge to cover any subsequent administrative expenses.

### **Termination of Agreements and Refunds Policy**

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services shall be refunded.

#### **Availability**

Unless otherwise stated, the services featured on this website are only available within the United Kingdom, or in relation to postings from the United Kingdom. All advertising is intended solely for the United Kingdom market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

# Copyright

Content published on this website (digital downloads, images, texts, graphics, logos) is the property of [name] and/or its content creators and protected by international copyright laws. The entire compilation of the content found on this website is the exclusive property of **Sinsational Modelling**, with copyright authorship for this compilation by **Sinsational Modelling**.

#### **Communications**

The entire communication with us is electronic. Every time you send us an email or visit our website, you are going to be communicating with us. You hereby consent to receive communications from us. If you subscribe to the news on our website, you are going to receive regular emails from us. We will continue to communicate with you by posting news and notices on our website and by sending you emails. You also agree that all notices, disclosures, agreements and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

### **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

#### Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

#### General

The laws of England and Wales govern these terms and conditions. By accessing this website using our services you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company

# **Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to reread this statement on a regular basis

### **Applicable Law**

By visiting this website, you agree that the laws of the [your location], without regard to principles of conflict laws, will govern these terms of service, or any dispute of any sort that might come between **Sinsational Modelling** and you, or its business partners and associates.

#### **Disputes**

Any dispute related in any way to your visit to this website or to products you purchase from us shall be arbitrated by courts and laws of England, Northern Ireland, Scotland and Wales and you consent to exclusive jurisdiction and venue of such courts.

#### **Comments, Reviews, and Emails**

Visitors may post content as long as it is not obscene, illegal, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or injurious in any other way to third parties. Content has to be free of software viruses, political campaign, and commercial solicitation.

We reserve all rights (but not the obligation) to remove and/or edit such content. When you post your content, you grant [name] non-exclusive, royalty-free and irrevocable right to use, reproduce, publish, modify such content throughout the world in any media.

#### **License and Site Access**

We grant you a limited license to access and make personal use of this website. You are not allowed to download or modify it. This may be done only with written consent from us.

#### **User Account**

If you are an owner of an account on this website, you are solely responsible for maintaining the confidentiality of your private user details (username and password). You are responsible for all activities that occur under your account or password.

We reserve all rights to terminate accounts, edit or remove content and cancel orders in their sole discretion.

#### Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Sinsational Modelling

22 Streatfield Road, Harrow, Middlesex, HA3 9BS.

#### enquiries@sinsationalmodels.com

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.