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## TERMS & CONDITIONS

Download Terms & Conditions as a PDF here

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### IMPORTANT LEGAL NOTICE

- These pages and the documents referred to on them, set out the terms & conditions (conditions) upon which we supply any of the goods and services described on [www.carreducker.com](http://www.carreducker.com)
- [www.carreducker.com](http://www.carreducker.com) is a site (website) operated by Carreducker, the trading name of Carreducker London Limited a company registered in England with our registered address at Studio W9, Cockpit Arts, Cockpit Yard, Northington Street, London WC1N 2NP; Company number: 9462657. Please read these conditions carefully. By accessing this Website and selecting a service or ordering any goods “you”, as the consumer purchasing goods and services, agree to be bound by these terms and conditions. We recommend that you keep a copy for future use. Please understand that if you refuse to accept these conditions, you will not be able to order any goods or book services from the website.
- Before you place an order, if you have any questions relating to these terms and conditions, please contact us by e-mail [cd@carreducker.com](mailto:cd@carreducker.com) or call us on +44(0)20 7813 0093; 10am – 6pm; Monday to Friday.



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## DEFINITIONS

Conditions – means these terms and conditions

Product – means a product displayed for sale or a service described on the Website and delivered by Carréducker and its suppliers

Product Description – means that part of the Website where certain terms and conditions in respect of the individual Product or Service are provided

Users – means the users of the Website collectively

Personal Information – means the details provided by you on registration

We/us – means Carréducker London Limited

Website – means the website located at [www.carreducker.com](http://www.carreducker.com) 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

You – means a user of this Website

## YOUR STATUS

By placing an order or making a booking through our website, you warrant that:

- You are legally capable of entering into binding contracts; and
- You are at least 18 years old
- You are not impersonating or misrepresenting your identity; and
- You are accessing our site from the country where you reside
- You are purchasing goods/booking a service as a consumer. If you wish to purchase any goods for business purposes, then you should contact us at [cd@carreducker.com](mailto:cd@carreducker.com)
- You notify us of any changes to your Personal Information by contacting us by email [cd@carreducker.com](mailto:cd@carreducker.com) or calling us on +44(0)207813 0093, 10am – 6pm Monday to Friday
- You notify us of any breach of security or unauthorised use of your account

## INDEMNITY

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information. (See section SECURITY & PRIVACY for more information)

## OPENING HOURS

- You may place orders online / make bookings at any time; processing will take place during week-day working hours 10am – 6pm, Monday to Friday (excluding UK public holidays and company holidays)
- The Carréducker workshop, Carréducker Shoe & Leather School and Bespoke Shoe Services at Gieves & Hawkes, No.1 Savile Row, London and James Purdey & Sons, South Audley Street, London are available by appointment only. Please contact [cd@carreducker.com](mailto:cd@carreducker.com) if you would like to make a bespoke appointment or to arrange to visit the workshop or School.



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-----Carréducker GDPR section-----

## GENERAL DATA PROTECTION REGULATION

### ***What information we collect***

When you shop with us, (including booking a service or course), we ask you to input and will collect personal information from you such as your name, e-mail address, billing address, delivery address, telephone number, product selections, credit card or other payment information and a password. This is so that we can fulfil your orders, answer your questions and deliver excellent customer service.

### ***We need your agreement***

If you are happy for us to collect and retain the information as set out below, please sign and date this page and email it to [cd@carreducker.com](mailto:cd@carreducker.com)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### ***Where we keep your information***

All personal information is held on secure servers (for fulfilment purposes); email contact is archived in Google mail; online documents are stored in Dropbox; and hard copies of booking forms, tool and R2W orders and bespoke measurements and consultation notes are kept in a locked filing cabinet at our business premises. (We are happy that Google and Dropbox provide a high level of security).

### ***How long we keep your information***

We retain your physical bespoke measurements for 10 years from your first order; we retain other personal information for two years including booking forms and students' feet measurements; and we retain photographs and drawings indefinitely for social media use. (Permission is always asked at the beginning of each course for photographic use on social media and anyone who declines is not then photographed). At the end of the period we destroy the information in a shredder and empty our bin online.

### ***Your rights***

You have the right to request amendments and erasure of your personal data or to restrict use of your personal data at any time. Simply email us at [cd@carreducker.com](mailto:cd@carreducker.com) to place your request. We will telephone you to verify that the request is authentic and then make the necessary adjustments / erase your information within 48 hours from receipt of confirmation.

### ***Authority***

If we fail to comply with these rules, you have brought them to our attention and we have not dealt with them appropriately you have the right to lodge a complaint with a supervisory authority e.g. the Information Commissioner's Office (ICO)

### ***Marketing: Newsletters, Mail Chimp and Email***

We would like to stay in touch with you and to let you know about events, courses, products and general Carréducker news. We will not share your information with any other third parties, but we need your separate agreement to stay in touch. So, if you are happy for us to contact you from time to time with Carréducker news please sign and date this page and email it to [cd@carreducker.com](mailto:cd@carreducker.com)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

-----End of GDPR section-----



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## USE OF THE WEBSITE

### ACCESS

You are provided with access to this Website in accordance with these Conditions and any orders placed / bookings made by you must be strictly in accordance with these Conditions.

### REGISTERING

You may register your details with us. You will only need to do this once, as they will be held in our customer database in accordance with our own privacy policy. Any further purchases will only require your username or email address and password to be entered. You will be requested to enter the delivery details for your order unless they are the same as the billing address. Alternatively, you may checkout using a 'guest' account if you do not wish to store any of your information. (See section SECURITY & PRIVACY for more information)

### USING THE ONLINE STORE

- At the checkout you will be invited to review and accept the conditions by ticking the box alongside the link to our conditions, to place your order. Once you have placed your order you will be directed to a secure environment where you will be asked for relevant payment details.
- Once payment is authorised, you will receive an email from us confirming your order, the price of the goods/service, their availability and the delivery costs.
- Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy the goods. All orders (whether through the website, by email, telephone or in person are subject to acceptance by us. We will confirm such acceptance to you by sending a further email that confirms that the goods have been despatched (the Despatch Confirmation) and the contract will only be formed when we send you a Despatch Confirmation.
- The contract will relate only to goods whose despatch we have confirmed in the Despatch Confirmation. We will not be obliged to supply any other goods that may have been part of your order until the despatch of such goods has been confirmed in a separate Despatch Confirmation. Any descriptions or illustrations of the goods do not form part of the contract and any typographical error or omission in sales literature, quotation, price, email confirmation, invoice or other document or information issued by us are subject to correction without liability on our part.
- Any advice or recommendation given by us to you as to the storage, application, preparation, care, adjustment or use of the goods is acted upon entirely at your own risk.

### STOCK AVAILABILITY

- Whilst every effort is taken to ensure all items are in supply, occasionally some items may be temporarily out of stock. In the event of supply difficulties, we reserve the right to substitute goods or packaging of equal quality and value.
- Orders can only be accepted subject to availability of the goods in question. In the unlikely event of an item being unavailable at the time of despatch we will advise you immediately by email asking if you are happy to wait for the goods to come in, offering you alternative goods or colour or offering a refund accordingly.

### DESCRIPTION OF PRODUCTS

- Each product purchased / service booked is sold subject to its Description. We will take all reasonable care to ensure that all details, descriptions and prices appearing on the Website are correct at the time when the relevant information was entered onto the system.
- Although we aim to keep the Website as up to date as possible, the information - including Descriptions appearing on this Website at a particular time - may not always reflect the position exactly at the moment you place an order.

### COLOURS, SHAPES AND SIZES

- Whilst all reasonable care has been taken in producing the Carreducker online store, we cannot guarantee that the colour reproduction is an exact match with the goods sent to you. Different displays and settings mean that slight variations may occur. Whilst we endeavour to be as accurate as possible, all material sizes quoted are approximate.



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## OUR RIGHTS

We reserve the right to:

- Modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or Change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions, then you must immediately stop using the Website.

## PRICE AND PAYMENT

- Payments must be made when you place an order or book a service. Carreducker London Limited payment pages are held on Worldpay secure servers. We do not retain your credit card information. Worldpay will carry out the necessary payment verification processes and we will check your contact details and availability of the goods/services on receipt of your order.
- If we are unable to supply any goods/services for any reason, we will inform you as soon as possible offer an alternative or provide you with a refund for those goods within 5 working days.
- The price to be paid by you is the price displayed on the website at the time when your order is received by us except in cases of obvious error.
- If we discover an error in the price of the services, goods or shipping ordered by you, we will notify you as soon as possible providing you with the option of either reconfirming the order at the correct price or cancelling the order. If we are unable to contact you for the purpose of this condition, the order will be deemed cancelled and where you have already made payment for the goods this will be refunded in full.
- We are under no obligation to provide goods to you at an incorrect (lower price) even after we have issued a Despatch Confirmation if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as miss-pricing.
- We accept multiple payment methods outlined on our payment page. Only if your payment has been authorised will your payment account be debited.
- Subject to the other provision of these conditions, we will not be liable to you for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay of the delivery of the goods (even if caused by our negligence), nor will any delay entitle you to terminate or rescind the contract unless such delay exceeds 90 days.
- If for any reason you fail to accept delivery of any of the goods when they are ready for delivery, or we are unable to deliver the goods on time because you have not provided appropriate instructions, documents, licenses or authorisations:
  - o Risk in the goods will pass to you (including for loss or damage caused by our negligence);
  - o The goods will be deemed to have been delivered;
  - o We may store the goods until delivery, whereupon you shall be liable for all related costs and expenses (including without limitation, storage and insurance).
  - o We may deliver the goods to you by separate instalments. Each instalment is a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle you to cancel any other contract or instalment.
- It is your responsibility to check the goods for any damage and that they are what you ordered upon receipt and you must inform us of such damage within 14 days of delivery. If you fail to inform us of any such damage, you are deemed to have accepted the goods.
- Whilst every effort is taken to ensure all items are in supply, some items may be temporarily out of stock. Orders can only be completed subject to availability of the goods in question. In the unlikely event of an item being unavailable when we receive your order we will contact you immediately by email. We will advise the expected delivery time for the outstanding item(s) so that you can choose whether to wait, to cancel said item or for us to deliver the items separately.
- We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may



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suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

## **IMPORT DUTY**

- If you ordered goods from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we do not have control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- Please note that you must comply with all applicable laws and regulations of the country for which the goods are destined. We will not be liable for any breach by you of any such laws.

## **THE CONTRACT BETWEEN YOU AND US**

The contract between you and us is created as follows:

- You place the order for your products on the Website by pressing the confirm order button at the end of the checkout process. You will be guided through the process of placing an order by a series of simple instructions on the Website
- We will send you an order acknowledgement email detailing the products you have ordered. This is not an order confirmation or order acceptance from carreducker.com
- As your order is shipped we will send you a despatch confirmation email.
- Order acceptance and the completion of the contract between you and us will take place on the despatch to you of the order unless we have notified you that we do not accept your order, or you have cancelled it in accordance with the instructions set out in these Terms & Conditions
- Your credit/debit card will be charged when you place your order
- Non-acceptance of an order may be a result of one of the following:
  - o The product you ordered being unavailable from stock
  - o Our inability to obtain authorisation for your payment
  - o The identification of a pricing or product description error
  - o You not meeting the eligibility to order criteria set out in the main Terms & Conditions
- The contract will be concluded in English.

## **ORDERS & REFUNDS**

- We're sorry that in most circumstances it's not possible to make changes to your order once you've placed it.
- To add products to your order please place a new order for these items
- To change details of the delivery address, remove items from your order or cancel it completely please contact us for advice on +44(0)20 7813 0093 between 10am – 6pm Monday to Friday or email us at [orders@carreducker.com](mailto:orders@carreducker.com) (to arrange returns only). If your order has already been placed or delivered, then you will need to return any unwanted products to us
- There are some products which we cannot cancel, refund or exchange including lasts, uppers, making packs, bespoke shoes and made-to-order items
- If your order has not arrived, arrives incomplete or damaged please email us on [orders@carreducker.com](mailto:orders@carreducker.com) or call us on +44(0)20 7813 0093 10am – 6pm, Monday to Friday so that we can rectify the situation. Damaged goods will need to be returned before a replacement is dispatched.

## **COMPLAINTS POLICY**

- We are committed to providing a quality service to you and value your views, opinions and feedback on any goods which have been supplied to you or the service which we have provided to you. If we have not performed any of our duties to a satisfactory standard, please contact us and we shall endeavour to put right any problems.
- If the complaint relates to the quality or specification of goods, please refer to our refund policy. For any other complaints, queries or to provide us with feedback, please contact us at [customerservices@carreducker.com](mailto:customerservices@carreducker.com) We shall endeavour to contact you within 7 working days of receiving your email and shall work closely with you in trying to resolve any problems fairly and quickly to ensure that both our goods and the services which we have provided to you are to your satisfaction.

## **Returns and Refunds (Consumer Contracts Regulations 2013 / Distance Selling Regulations)**



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## STANDARD RETURNS POLICY

All shoppers based in the EU may return unwanted items by exercising their rights under the (Distance Selling Regulations) as detailed below. We also offer a standard returns policy which covers returns or exchange of any unwanted item(s). Please note: those items specifically set out in ORDERS & REFUNDS that have been made to order or bespoke are not covered by our Standard Returns Policy – see EXEMPTIONS below.

### CANCELLATIONS

- If you have purchased goods or a service from us, you are entitled to cancel your contract if you so wish, provided that you exercise your right no longer than 14 days after the day on which you receive the goods or placed the order for a service i.e. booking a place on a course.
- If you wish to exercise your right to cancel, you must inform us of your decision to cancel your contract in writing including details of your name, geographical address, details of the order you wish to cancel and, where available, your phone number and email address. You can cancel by email [orders@carreducker.com](mailto:orders@carreducker.com) or call +44(0)20 7813 0093

### ITEM CONDITION

- Items should be returned in an unused, re-sellable condition and in the original packaging wherever possible.
- Returns that are damaged, soiled, altered may not be accepted and may be sent back to the customer.

### RETURNS

If you decide to cancel, you should return the goods to us at your cost within 14 days of such cancellation. You should return the goods to Carreducker London Limited, Studio W9, Cockpit Arts, Cockpit Yard, Northington Street, London WC1N 2NP. We recommend that you retain proof of sending, in case of a dispute.

### REFUNDS

- You will receive a full refund for the value of your order, including the original shipping costs, within 30 days of receiving your notice of contract cancellation.
- If we do not receive the cancellation order, we will arrange to have it collected from you at your cost.
- We will refund any money received from you using the same method originally used by you to pay for the goods. Credits for returned goods can only be processed back to the original account used for payment.
- We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement no later than 14 days after the day we receive back from you any goods supplied.

### EXEMPTIONS

Your right to return products does not apply to goods made to your specification, that have been clearly personalised or which by reason of their nature cannot be returned

### LIABILITY

- If the goods we deliver are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us by email or in writing at our contact address of the problem within 14 days of the delivery of the goods in question.
- If you do not receive goods ordered by you within 14 days of the date on which you ordered them and have not been contacted by explaining a delay, you must notify us in writing at our registered company address of the problem within 20 days of the date on which you ordered the goods.
- If you notify a problem to us under this condition, our only obligation will be, at your option:
  - o to make good any accepted shortage or non-delivery
  - o to replace or repair any goods that are damaged or defective; or
  - o to refund to you the amount paid by you for the goods in question in whatever way we choose
- Save as precluded by law, we will not be liable to you for an indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problems you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under the item above
- Nothing in these conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence or fraud.



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## RISK

The goods will be at your risk from the time of delivery (or deemed delivery). Ownership of the goods will pass to you when we have received payment for the goods from you in full and the goods have been delivered to you.

## COURSE BOOKINGS

### FEES

Full payment of course fees must be received at the time of booking. Your place on the course cannot be guaranteed until full payment is received.

### METHODS OF PAYMENT

- Fees can be paid by cheque payable to Carréducker London Limited. Post to Carréducker London Limited, Studio W9, Cockpit Arts, Cockpit Yard, Northington Street, London WC1N 2NP
- Payment by bank electronic transfer or Banker's Draft is accepted for UK and overseas residents. For overseas transfers, please add £15 to your fee for the additional bank charges to be made to us and provide us with the transaction reference number.

Our bank details are:

**Bank:** SANTANDER

**Account name:** Carréducker London Limited

**Account number:** 07042832

**Sort code:** 09-01-29

**IBAN:** GB39ABBY09012907042832

**SWIFT:** ABBYGB2LXXX

- If your company is paying for the course fees and would prefer to be invoiced, please write to us on your company's headed paper and send a company purchase order with your booking form. Payment is required within 30 days of the date of the invoice.

### MINIMUM AGE REQUIREMENT

We cannot accept bookings from students under 18 years of age.

### HEALTH & SAFETY

- We require that you declare and discuss any medical conditions or health issues with us, prior to being accepted onto a course. This is particularly for the shoe making courses where a general level of health and fitness is required. We reserve the right to decline your application if we feel that the course would put your health at risk.

### MATERIALS AND EQUIPMENT

- The 12-Day Shoe Making Course fee includes detailed course notes and a set of tools for the student to keep: lasting pliers, a knife, two awl blades and handles, a bone, a tape measure and a silver pen.
- Students on all other courses will receive the relevant detailed course notes.
- Please see the course description on our website for details of the additional materials which you will need to bring with you.

### LASTS – Shoe Making Courses

- Please note that we will make every effort to provide a last that approximates to your UK shoe size. There is NO GUARANTEE that the shoes that you make will fit you, but we will do all we can to make the fit as good as possible at the socking stage.
- If you want a good fit, please order a pair of bespoke lasts. We will need to see you in person to take your measurements at least three months before the start of the course.

### LATE APPLICATIONS

- If there are places available on a course, we will accept bookings right up until 14 days before the course commences.
- Late applicants will usually have their place on the course confirmed by telephone or email. If, however, you have not received confirmation within 24 hours of your application it is your responsibility to check on +44(0)20 7813 0093

### CANCELLATIONS BY US

- Please note that courses have minimum attendance levels and may be cancelled if too few bookings are received. If you are travelling from overseas, please check with us to ensure that the course is going ahead BEFORE booking your flights and accommodation.





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- We reserve the right to amend or cancel courses, change course location and substitute lecturers and tutors.
- If we cancel a course, we shall endeavour to give you at least one week's notice. You will receive a full refund of the fees, which we will return to you within three weeks.
- We will not be liable for any losses (including, but not limited to, travel and accommodation costs) because of any modification, the cancellation of courses or timetabling constraints as set out above beyond the cost of the course fee.

## **CANCELLATIONS BY YOU**

- If you wish to cancel your place on a course your request should be made by email and followed up by telephone to ensure receipt of your email.
- If your email request is received more than 12 weeks prior to the course start date, you will be entitled to a full refund, less an administrative charge of £30 to cover our costs.
- If your email request is received between 12 and 4 weeks prior to the course start date, you will be entitled to a 50% refund, less an administrative charge of £30 to cover our costs.
- If your email request is received within 4 weeks of the course start date you will not be entitled to a refund unless a replacement student can be found for your place.
- If a replacement student is found prior to the course start date, you will be entitled to a full refund, less an administrative charge of £30.

## **SUBSTITUTIONS**

- If you are unable to attend a course you are permitted to transfer your place to a substitute student up to one month before the start date.
- We must be notified in writing of the substitute student's name and there is a £30 administration charge for each substitution.
- Substitutions cannot be accepted after the course has started.

## **NON-ATTENDANCE**

- Non-attendance of classes due to illness or for personal or professional reasons does not provide the right to refunds or extra tuition.
- However, in such an event we will consider all the circumstances and take such action that we consider to be fair and reasonable.

## **CLASS POSTPONEMENT**

- If a class is postponed for reasons for which we are responsible, including staff illness, we will make every reasonable effort to reschedule the class or to add the missed hours onto the remaining course classes. We apologise for this inconvenience and urge you to ring us on +44(0)20 7813 0093 if you have any concerns.

## **FORCE MAJEURE**

- We shall not be liable for any failure or delay in the performance, in whole or part, of any or our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

## **OVERSEAS APPLICATIONS**

- As we may need to contact you in the two weeks prior to the course start date, please ensure you include your contact details in the UK when making your booking.
- Please ensure that your place is confirmed, and the course is running, BEFORE you make any travel arrangements. We do not offer refunds for travel or accommodation costs.

## **STUDENT VISAS**

- Students who book onto short courses are not eligible to apply for a Student Visa. We recommend you contact the British Embassy in your own country to check visa requirements before you book your course.
- If you cannot attend a course because you have not obtained a visa to enter the UK, no refund will be offered.



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## ENGLISH

- provide you with a certificate of attendance. The name given on the booking form will be the one that appears on the certificate. It is not feasible to examine and grade your ability of work or depth of knowledge. Therefore, the certificate of attendance is not a qualification.

## SECURITY & PRIVACY (see also GDPR section)

Your confidence in using our website and security of your data are important to us.

### PRIVACY PROMISE

- Your privacy is of the highest importance to us, and we promise never to release your personal details to any outside company for mailing or marketing purposes.
- When you make a purchase from our website, we do collect certain personal information from you (for example: your name, email address, payment address and details). All such information is held on secure servers. Carreducker London Limited complies fully with all applicable Data Protection and consumer legislation, and we'll treat all your personal information as fully confidential.
- To serve you most efficiently, reputable third-party banking (including PayPal) and distribution institutions e.g. Worldpay handle our credit card transactions and order fulfilment. They receive the information needed to verify and authorise your payment card and to process your order. All such organisations are under strict obligation to keep your personal information private. We'll always comply with the Data Protection Act 1998 and all other relevant legislation. Please do let us know if your details change so that we can continue to stay in touch. We will treat all your Personal Information as confidential (although we reserve the right to disclose this information in the circumstances set out below).
- When you shop on this Website, we will ask you to input and will collect Personal Information from you such as your name, e-mail address, billing address, delivery address, telephone number, product selections, credit card or other payment information and a password. (You should be aware that this site is being monitored and may capture information about your visit that will help us improve the quality of our service). The Personal Information which you provide to us (or which is available on public registers) and any User Information from which we can identify you, is held in accordance with the registration we have with the Data Commissioner's Office.
- Your Personal Information may be disclosed to others within Carreducker London Limited and to reputable third parties who will help process your order. Carreducker requires all such third parties to treat your personal information as fully confidential and to fully comply with all applicable UK Data Protection and consumer legislation from time to time in place. We will not release your Personal Information to any company outside of Carreducker London Limited for mailing or marketing purposes. You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Information and /or User Information, we are entitled to do so.
- Please check back frequently to see any updates or changes to our privacy policy. Questions regarding this Policy should be directed in writing to: Customer Services, Carreducker London Limited, Studio W9, Cockpit Arts, Cockpit Yard, Northington Street, London WC1N 2NP

### YOUR TRANSACTION SECURITY

Carreducker.com is secure. We realise how important it is to securely store any information that you provide. Carreducker.com uses World Pay for online transactions as we take the privacy and security of your payment and personal details very seriously. (See GDPR section for information on physical data storage).

### PHISHING

- Phishing is the practice of tricking someone into giving confidential information. Examples include falsely claiming to be a legitimate company when sending an e-mail to a user, to get the user to send private information that will be used for identity theft and fraud.
- We'll never ask you to send any personal details via email. If we require such details, for security reasons we'll ask you to contact us by phone. Should you receive an email claiming to be from carreducker.com requesting this kind of information, please don't respond and do let us know.



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## INTELLECTUAL PROPERTY AND RIGHT TO USE

- You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material and content on our Website and social media feeds shall remain always vested in us or our licensors. You are not permitted to use this material unless expressly authorised to do so by us or our licensors, except where set out below.
- You acknowledge and agree that the material and content contained within the Website and on our social media feeds 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 and social media feeds 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.

## DISCLAIMER OF LIABILITY

- We take all reasonable effort to verify the accuracy of any information we place on the Website, but 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, and 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: 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

## 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.

## 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 provisions 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 Carreducker London Limited 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



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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

For any queries regarding our service, please contact us as follows:

[orders@carreducker.com](mailto:orders@carreducker.com)

+44(0)20 7813 0093

Our company details are:

Carreducker London Limited, Studio W9, Cockpit Arts, Cockpit Yard, Northington Street, London WC1N 2NP, U.K.

Registered in England: Company registration number 9462657

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