

Website terms of use

Users of the site (referred to herein as “User”) are assumed to have read and accepted these T&Cs, which govern the access to, and use of this Web Site (the “Site”).

TO USERS OF THIS SITE the following provisions apply:

1. This Site is owned and operated by M&S Lettings which title shall include associated companies and other parties specifically charged by M&S Lettings with the provision or maintenance of this Site.
2. This Site is controlled and operated by M&S Lettings. The content appearing on the pages of this Site, which is variously known as information or materials, is provided in accordance with and subject to the laws of the England. Information on the site is intended for English residents, and whilst users from locations outside England can access the site they do so on their own initiative and are responsible for acting in accordance with local laws.
3. The information on this Site should only be construed as relating to products or the use of any product, which is authorised, by the applicable laws and regulations of England.
4. The content on the pages of the Site, including these TERMS AND CONDITIONS OF USE, is provided for information and general interest only. It is not guaranteed to be up to date and is subject to change and update by M&S Lettings from time to time without notification.
5. Though M&S Lettings has taken all reasonable steps to ensure the accuracy, currency, availability, correctness and completeness of the information contained on the pages of this Site, the information is provided without warranty of any kind, whether express or implied, including, but not limited to, implied warranties of quality, fitness for a particular purpose or non-infringement. The use of this Site is at the User’s sole risk. M&S Lettings shall not be liable for any loss or damage howsoever arising as a result of use of or reliance on this information, whether authorised or not, to the maximum extent permitted by English law. Users should consult their health care professionals in respect of any healthcare or pharmaceutical related information provided on this Site.
6. Certain links on this Site lead to sites maintained by third parties over which M&S Lettings has no control. M&S Lettings makes no representations as to the accuracy; completeness or any other aspect of the information contained on such third party sites or sites linked to such sites and shall not be liable for any loss or damage arising from any reliance placed upon such information. Any links to third party sites are provided solely as a convenience to Users and their use is at the Users own risk.
7. In accessing this Site the User accepts that electronic mail passing over the Internet may not be free from interference by third parties. In consequence M&S Lettings cannot guarantee the privacy or confidentiality of any information relating to the User passing over the Internet. Users shall be responsible for the content and information contained in all their communications to this Site, including its lawfulness, truthfulness and accuracy. In particular, but without limitation, you should not post any unlawful, threatening, defamatory or obscene material or any material that could give rise to a criminal offence and/or civil liability in any relevant jurisdiction. It is entirely at your discretion to send any information to M&S Lettings. Whilst M&S Lettings is bound by applicable data protection legislation, information which is not personal will not be deemed confidential and M&S Lettings shall be free to disclose or use it, without obligation to the User, as it may deem appropriate. See sentence 3 in 8 below.
8. Any information sent to M&S Lettings, will be used by us, together with any other information we may obtain, e.g. from referees and from carrying out any security checks, to assess your suitability for employment. Subject to the limitations of the Data Protection

Act it may also be used for administration and management purposes and for statistical analysis. We will only disclose your information with your express permission. We will keep your information for a reasonable period in accordance with legal requirements and for administration purposes. If you provide any information about sensitive personal data such as health, trade union membership, race or criminal convictions, you thereby consent to our processing that information for the purposes described above. You have the right to ask for a copy of the information which we hold on you and which is subject to the Data Protection Act (for which we may make a small charge) and to correct any inaccuracies in your information

9. The information contained on and the contents of the pages of this Site, including but not limited to the layout and expression, are © 2016 M&S Lettings and may not be copied, transmitted, converted, transcribed or reproduced without the prior consent of M&S Lettings except in accordance with the following permission: One copy of the contents of these pages (other than those excepted from this licence under clause 12) may be printed or downloaded on to any single computer for personal non-commercial home use. All copyright notices, proprietary notices and disclaimers should also be copied. All rights not expressly granted by us in these TERMS AND CONDITIONS OF USE are hereby reserved.

10. All brand names and product names referred to in this Site are trademarks or trade names of M&S Lettings and/or its associate companies and clients, as appropriate.

11. Where applicable, the author(s) of the literary and artistic works set out on the pages of this Site has/have asserted his/her/their moral rights to be identified as the author of those works. Their identities are set out on the pages containing their works.

12. The limited licences granted to copy materials on this Site do not apply to the contents of any M&S Lettings art pages. All reproduction of these pages is prohibited, including printing and downloading. In addition, in respect of any software downloaded from this Site, title, including all intellectual property rights, shall vest and remain vested in M&S Lettings and/or its associate companies and clients.

13. The limited licence to copy materials on this Site set out above does not permit incorporation of the material or any part of it in any other work or publication, whether in hard copy, electronic or any other form. In particular but without limitation no part of the Site pages may be distributed or copied for any commercial purposes. No part of these Site pages may be reproduced on or transmitted to or stored in any other web site or other form of electronic retrieval system.

14. Use of this Site shall be made subject to the laws of England which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licences and conditions of use. The courts of England shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with this Site and its use. If any provision of these TERMS AND CONDITIONS OF USE shall be held unlawful, void or unenforceable for any reason then such provision shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

15. These TERMS AND CONDITIONS OF USE contain the entire agreement between the parties relating to the subject matter herein.

Business Contract terms of use

Our Contract When you place an order to purchase a product from M&S Lettings, we will send you an e-mail confirming receipt of your order and containing the details of your order. We must receive payment of the whole of the price for the goods that you order before your order can be accepted.

Once payment has been received by us we will confirm that your order has been accepted

by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us. Your order represents an offer to us to purchase a product which is accepted by us when we send email confirmation to you that we've dispatched that product to you (the "Dispatch Confirmation Email"). That acceptance will be complete at the time we send the Dispatch Confirmation Email to you. Any products on the same order which we have not confirmed in a Dispatch Confirmation Email to have been dispatched do not form part of that contract.

Our right to refuse your order

We reserve the right to refuse to accept your order for any reason including, without limitation and whether or not payment has been received by us, if:

- we have insufficient stock to deliver the goods you have ordered
- we are unable to deliver to your area
- one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers

If we do refuse your order we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit / debit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

Pricing and availability

We list availability information for products sold by us on the website, including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability.

You may be required to pay extra for delivery and it might not be possible for us to deliver to some locations. This will be clearly highlighted at the time of ordering.

Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, we will inform you by email if any products you order turn out to be unavailable.

Goods are dispatched once payment has been made or finance agreement signed

Liability

If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity and have not been used, then (except where you are dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977) we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of the delivery of the goods in question.

If you do not receive goods ordered by you within 30 days of the date on which you ordered them, then (except where you are dealing as a consumer) we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the goods.

If you notify a problem to us under this condition then at your option we will either:

- Make good any shortage or non-delivery
- Replace or repair any goods that are damaged or defective
- Refund to you the amount paid by you for the goods in question in whatever way we choose.
- And (except where you are dealing as a consumer) we shall have no further liability to you
- Any item returned to us will have a 15% restocking fee applied to it.

Save as precluded by law and except where you are dealing as a consumer, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem 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 clause above.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Notwithstanding the foregoing, nothing in these terms and 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.

Customs

When ordering goods from The Company for delivery overseas you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information.

Additionally, please note that when ordering from Dotolo Europe Ltd., you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Your privacy is important to us and we know that you care about how information about your order is used and shared.

We would like our international customers and customers dispatching products internationally to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

Delivery of Goods

We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order. Delivery will be made as soon as possible after your order is accepted and is normally made with a maximum of 5 days.

We absolutely guarantee that unless otherwise stated, you will receive your complete order in any event within 28 days of your order. You will become the owner of the goods you have ordered when they have been delivered to you.

Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

Electronic Communications

When you visit M&S Lettings or send emails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Losses

M&S Lettings will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website or when a contract for the sale of goods by us to you was formed. The Company does not limit in any way our liability by law for death or personal injury caused from our negligence or breach of duty.

Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use & Sale at any time. You will be subject to the policies and Conditions of Use & Sale in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government

authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Events Beyond Our Reasonable Control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to us at M&S Lettings 17 Eldon Square, Reading Berkshire RG1 4DP and all notices from us to you will be displayed on our website as appropriate.

Events beyond our control Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected to the extent that they are capable of continuing in force without the unenforceable term or condition.

Privacy

You acknowledge and agree to be bound by our website terms and conditions.

Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Governing Law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of England and Wales. You agree, as we do, to submit to the non-exclusive jurisdiction of the English courts.