



A Passion for Puddings

12 Browning Close, Whiteley, Fareham PO15 7LX

## Terms and Conditions

www.Potty-for-Puds.co.uk is owned and operated by Potty for Puds. The terms and conditions set out below constitute the legally binding terms upon which Potty for Puds will permit access to, and use of, the information published on this Website

### 1. Terms

- 1.3 A 'customer' is a person or organisation that uses the facilities provided by Potty for Puds
- 1.4 'Website' means [www.potty-for-puds.co.uk](http://www.potty-for-puds.co.uk).
- 1.5 'We' means, Potty for Puds and its website.

### 2. Commencement

2.1 This Agreement comes into force as soon as it is accepted by the Customer by use of this website.

### 3. Communications

- 3.1 Communications with Potty for Puds pursuant to this Agreement may be made by email, by using our contact us page or in writing to the address specified above.
- 3.2 [www.potty-for-puds.co.uk](http://www.potty-for-puds.co.uk) will assume that any instructions received which have been authenticated are genuine, valid instructions from Customers to us and we will act accordingly.
- 3.4 Until such notification is received by Potty for Puds we will assume that any instructions received in electronic form or over the telephone are genuine and valid instructions from Customers to us.
- 3.5 Potty for Puds shall communicate with Customers at the address last notified to us by any of the above means unless we are required to communicate in writing.

### 4. Commissions and Charges

4.4 Please note that Potty for Puds or [www.potty-for-puds.co.uk](http://www.potty-for-puds.co.uk) will invoice on behalf of Potty for Puds and payments should be made payable to the applicable company.

### 5. Intellectual Property, Copyright and User Registration

- 5.1 Whilst information extracted from the pages on the Website may be used personally, any copying or distribution of such pages in whole or in part is prohibited.
- 5.2 You agree that our website and all Content contained in it are protected by Intellectual Property Rights that either belong to or are licensed to us.
- 5.3 You acquire no proprietary interest in our website or Content provided by us or others and may not use them in any way except as expressly permitted by these terms.
- 5.4 You may view, print, download or temporarily store such Content for your personal, non-commercial reference without alteration, addition or deletion. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer such Content. You acknowledge that you will not acquire any Intellectual Property Rights by downloading or otherwise using any such Content.



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5.5 By submitting Content to our website:

- (a) you grant us a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and communicate to the public such Content; and
- (b) you authorise us to adapt such Content and you agree to waive your moral rights to object to any derogatory treatment, or to be identified as the author, of the material in question.

## **6. Data maintenance**

6.1 Any person or organisation providing information to be listed by this Website agrees to take full responsibility for its accuracy and relevance at the time of submission. Each Provider undertakes not to provide inaccurate or misleading information.

6.2 Potty for Puds may from time to time investigate the level of maintenance activity being performed on the information and, if in the opinion of Potty for Puds the information is out of date, inaccurate, materially incomplete or relates to inactive providers, the information and provider details may be deleted after best efforts have been made to contact the initial provider of the information.

## **7. Cookies**

7.1 A “cookie” is a small file containing information that is sent to your computer as you use a Website. We use cookies for two purposes: “session cookies” (which are removed when you restart your browser) to maintain the state of your session when you login to our Website. You will not be able to login unless session cookies are enabled. “permanent cookies” to track user preferences; for example your account name, or status within our Website. We also generate track usage and performance information using these cookies. The Website will work if permanent cookies are disabled but certain features may not function properly.

## **8. Default**

8.1 If the Customer makes a default in or commits a breach of these Terms of Business and in particular fails to pay charges for services as they fall due to Potty for Puds or any other Provider for services initiated on this Website or any other event occurs which in the opinion of Potty for Puds may jeopardise its position we may, without referring to the Customer, take such action in relation to any service as we, in our absolute discretion, consider necessary, desirable or expedient to comply with or to perform, cancel or satisfy any service or transaction or to protect such positions.

## **9. Liability for Loss**

9.1 Much of the information contained on this Website is managed and updated by Potty for Puds who expressly makes no warranty for the accuracy or relevance of the information contained herein.

9.2 Potty for Puds shall not be liable for any direct or indirect, incidental or consequential loss or damage (including loss of profits, revenue or goodwill) arising from the use, inability to use, interruption or non-availability of the Website or otherwise any loss of data on transmission, howsoever caused.

9.3 Whilst the material published on the Website is believed to be reliable and accurate, it is not independently verified. Accordingly, no representation or warranty is made or given by Potty for Puds its officers, agents or employees as to the accuracy or completeness of the same and no such



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person, shall have liability for any inaccuracy in, or omission from, such materials, save, however, that there shall not be excluded any liability for direct loss, costs or expenses caused by the willful default, negligence or fraud of Potty for Puds or its employees.

9.4 The installation and maintenance of all computer hardware, software and communications devices needed by the Customer to access the payment pages of the Website are solely the Customer's responsibility.

## **10. Joint and Several Liability**

10.1 Should any Customer be a legal "partnership" as depicted by UK Law, or is otherwise comprised of several persons, the liability and obligations of each such person under this Agreement shall be joint and several.

10.2 Any default due to non-payment of fees or commissions shall be deemed to have occurred in respect of all of such persons and Potty for Puds may exercise its rights set out in clause 12 without being required to give notice of such an event to any of the persons.

## **11. Privacy policy**

11.1 We understand that the privacy and security of your personal and account information are important to you. [www.potty-for-puds.co.uk](http://www.potty-for-puds.co.uk) adheres to confidentiality standards that are designed to protect your personal information.

11.2 Providers who use the password-protected payment areas of this website, will be asked to provide information about yourself. This information will be handled by our payment service provider.

11.3 We emphasize to our employees the confidential nature of this information and the high level of importance we place on maintaining this confidentiality. All information that is supplied is covered by the United Kingdom's Data Protection Act 1998.

11.4 This Website contains advertisements and links to other Websites not operated by [www.potty-for-puds.co.uk](http://www.potty-for-puds.co.uk). Potty for Puds is not responsible for the content, or the privacy practices, of these Websites.

11.5 Whilst we have endeavoured to create a secure and reliable Website for our customers, the confidentiality of any communication or material transmitted via our Website or by e-mail cannot be guaranteed. When disclosing personal information, users should be aware that it is potentially accessible by others, and may be collected and used by others without the user's consent. Potty for Puds and [www.potty-for-puds.co.uk](http://www.potty-for-puds.co.uk) accepts no responsibility for the security of personal information transmitted via the internet.



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## **12. Disclosure of Information**

12.1 Potty for Puds will at all times endeavour to protect its Customers' confidentiality. We may however be obliged to disclose information concerning a Customer, its business or any transactions which have been obtained in the course of the Customer's business relationship with [www.potty-for-puds.co.uk](http://www.potty-for-puds.co.uk), when required or requested to do so under any relevant law or by any governmental authority. The Customer irrevocably authorises Potty for Puds to make the disclosure of such information accordingly and without reference to the Customer.

## **13. Amendment, Variation and Assignment**

13.1 Information which, in the opinion of Potty for Puds is inappropriate, out of date or incorrectly categorised may be changed or deleted without warning.

13.2 Potty for Puds reserves its right to vary any of the terms of this Agreement either by written notice to Customers or by notice published on the Website describing the relevant changes. The variation shall take effect upon receipt by Customers of notice in writing or in the case of notification through the Website, on the first occasion thereafter upon which any attempt is made by a Customer to access the website.

13.3 This Agreement is personal to each Customer, and Customers' rights and obligations under this Agreement and any transactions entered into pursuant hereto, are not capable of assignment to a third party.

## **14. Termination**

14.1 This Agreement between the Customer and Potty for Puds may be terminated at any time with one day's notice, by one party giving written notice to the other in accordance with the terms of this Agreement. Such notice shall be subject to any outstanding commissions or fees accruing to Potty for Puds (including any additional expenses incurred in connection with such termination) being paid. Potty for Puds will be entitled to terminate this Agreement if at any time a Customer fails to make payment of any fees due and payable to them. Potty for Puds may terminate this Agreement without notice and with immediate effect on the terms referred to in the event that the Customer shall at any time do anything to jeopardise the proper and efficient running of the Website or make or permit any unauthorised access to such Website. Termination of this Agreement will not affect any outstanding order or transaction or any legal rights or obligations which may have already arisen and this Agreement shall continue to apply in respect thereto. Termination shall be without effect in relation to any warranties and representations made by the Customer under this Agreement and clauses 8, 10 and 11 in particular shall survive any such termination and remaining full force and effect.

## **15. Further provisions**

### **15.1 Entire Agreement**

This Agreement and the Disclaimer document embody and set forth the entire Agreement and understanding between Potty for Puds and the Customer with respect to the services to be provided herein. This Agreement supersedes all prior oral and written agreements, terms, understandings or arrangements relating to its subject matter.



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#### 15.2 Illegality

If at any time any of the provisions set out in this Agreement (in whole or in part) is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction neither the legality, validity or enforceability of the remainder of such clause or the remaining clauses of this Agreement nor the legality, validity or enforceability of such clause shall be affected.

#### 15.3 Rights and Remedies

No failure or delay by Potty for Puds to exercise, in whole or in part, any rights under this Agreement or under any transaction shall constitute or be deemed to constitute a waiver of those rights upon that or any subsequent occasion. The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof. The Customer's rights and obligations under these Terms of Business and any transactions entered into pursuant hereto are not capable of assignment.

#### 15.4 Binding

This Agreement is binding upon the Customer and its successors in title.

#### 15.5 Time of Essence

Time shall be of the essence in relation to the payment of fees pursuant to this Agreement. Any outstanding payment more than 30 days from date of invoice may result in access to this Website being withdrawn.

#### 15.6 Force Majeure

Potty for Puds shall not be in breach of any of the provisions of this Agreement or held liable or responsible for total or partial failure of performance of its duties and obligations occasioned by any event or circumstance whatsoever not reasonably within its control, including, without limitation, acts of God, fire, acts of government or state, any acts or regulations of any governmental or supranational bodies or authorities, strike, lock-out or other form of industrial action, war, civil commotion, insurrection, embargo, failure of any computer system, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above), or acts of terrorism. Potty for Puds shall have no liability or responsibility for any loss or damage incurred or suffered by the Customer in the event of any breakdown, failure or malfunction of any telecommunications or computer services or systems.

#### 15.7 Principal

The Customer represents and warrants that it is acting as principal and not as agent or attorney for any other person. Potty for Puds shall not be bound to act in accordance with the instructions of any person other than the Customer (but shall be entitled to act in accordance with all instructions given by the Customer or purporting to be given by the Customer) and its liabilities hereunder shall be fully discharged by it performing such in the Customer's favour.

### 16. Governing Law

16.1 These Terms of Business shall be governed by and construed in accordance with the laws of England and Wales. In relation to any dispute, the Customer irrevocably agrees to submit to the non-exclusive jurisdiction of the English courts.



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## 17. Miscellaneous

### Disclaimer

17.1 By logging in, the Customer agrees to be bound by the standard Terms of Business of Potty for Puds and [www.potty-for-puds.co.uk](http://www.potty-for-puds.co.uk). By means of the Customer's login to these services the Customer is deemed to thereby accept the current Terms of Business.

17.2 Access to the Website is not open to persons or organisations resident in any territory outside the United Kingdom where, to allow such access, would require any registration, filing, application for any license or approval or other steps to be taken by Potty for Puds in order to comply with local laws or other regulatory requirements in such overseas territory. In all cases it is the Customer's responsibility to be informed about applicable legal or other regulatory requirements in the territory in which the Customer is resident or of which the Customer is a citizen. By acceptance of this Agreement the Customer represents and warrants that neither allowing the Customer access to the Website nor the acceptance of this Agreement by the Customer will infringe the laws or impose upon Potty for Puds any obligations or duty which has not been performed, fulfilled or satisfied under the laws of any territory or the United Kingdom in which the Customer is so resident or of which the Customer is a citizen. If the Customer is in any doubt about its status or compliance with the laws and regulations of any applicable territory, it is recommended to the Customer to take appropriate professional advice without delay.

17.3 While all reasonable care has been taken to ensure that the information published on the Website is not untrue or misleading at the time of publication, neither Potty for Puds nor its officers or employees make any representation or warranty as to the accuracy or completeness of such materials. No liability is accepted for any loss whether direct or indirect, incidental or consequential, arising out of any of the information not being true and accurate except to the extent caused by the willful default or gross negligence of Potty for Puds or its employees.

17.4 The content of this Website is protected by copyright and other intellectual property rights or similar rights which, unless indicated otherwise, are the property of Potty for Puds and may not be reproduced, distributed or published in whole or in part by any recipient for any purpose, without our prior express written consent.

17.5 Whilst certain software may be made available to the Customer from time to time at the Potty for Puds Website, the Customer is licensed to use such software on a non-exclusive basis only for the purposes specified. The Customer is not permitted to use such software for any other purposes and may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise deal with such software.

17.6 The "Potty for Puds" and the trademarks of Potty for Puds. All intellectual property rights in and to the same are expressly reserved to the Company. None of the trade marks may be reproduced by the Customer without the express prior consent of the Company.

17.7 This Website is compiled in order to comply with English law. All visits to this Website are subject to and governed in accordance with English law.