

Terms and Conditions



The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

"Client", "Customer", "You" and "Your"] refers to you, the person accessing the website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves where specified.

All terminology herein is relative to the offer and acceptance of goods/services and consideration of payment necessary constituting contractual obligation as defined by the Sale of Goods and Supply of Services Act (as amended) to assist the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products in accordance with and subject to prevailing English & Welsh Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Clients are deemed to have read, understood and agreed to abide by the following terms and conditions:

Privacy Statement

We are committed to protecting your privacy. Authorised 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 security and to provide 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, registration number Z9763396, and as such any information concerning the Client and their respective Client Records is stored securely and 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 supplier(s) and 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. When relevant 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.

In accordance with the Privacy & Electronic Communications (EU Directive) Regulations 2003 (PECR) we will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail without your consent. Any emails sent by this Company will only be in accordance with your consent in connection with the provision of agreed services and products and clients will be notified on each and every subsequent occasion they have the option to unsubscribe from future emails at any time.

Disclaimer

Exclusions and Limitations

The information contained in Company literature and website is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to the goods/services and use of the 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 goods/services and the 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.

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Payment

Cash, BACS Transfer or Personal Cheque with Bankers Card are all acceptable methods of payment. All major Credit/Debit Cards are accepted through Paypal email request. 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 statutory rate of 8% above the prevailing Bank of England's base preferential 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, we are entitled to claim the prevailing statutory Late Payment charges and interest applicable to incurred debt recovery 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.

Title

The title in goods will pass from us to you once you have received and inspected the goods and signed for them.

Termination of Agreements and Refunds Policy

Both the Client and ourselves have the right to terminate the 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

You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through the website. Redistribution or republication of any part of the website 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 the website 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.

Variation of Terms

We have the right to vary these terms from time to time.

Logs

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Cookies

Like most interactive web sites this Company's website [or ISP] uses cookies to enable us to retrieve user details for each visit and track browsing. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

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Links to/from the website

You may not create a link to any page of the website without our prior written consent. If you do create a link to a page on the website you do so at your own risk and the exclusions and limitations set out above will apply to your use by linking to it. We do not monitor or review the content of other party's websites which are linked to from our website. Opinions expressed, or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices or content of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through the website yourself before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's goods/services and the full content of the website.

Except as stated herein, none of the Materials may be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of Awards for Excellence.

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Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our **Contact Us** link on our website or via Company literature or via the Company's stated telephone, facsimile or mobile telephone numbers.

The company is registered in England and Wales, Number 5698270
Registered office 40 Ridgemoat Avenue, Coulsdon, Surrey, CR5 3AQ

Devices

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our Web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the site or any listing, offer or transaction being conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

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.

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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 the website and using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the English & Welsh 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 our goods/services and the website will signify your acceptance of any adjustment to these terms. You are therefore advised to re-read this statement on a regular basis.

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.

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