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**ELTHAM DIY LIMITED**  
**WEBSITE TERMS OF USE**

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## **BACKGROUND**

These Terms and Conditions, together with any other documents referred to herein, set out the terms of use governing your use of this website, [www.designerpaintship.co.uk](http://www.designerpaintship.co.uk) ("Our Website"). It is recommended that you print a copy of these Terms and Conditions for your future reference.

Your agreement to comply with these Terms and Conditions is indicated by your use of Our website. If you do not agree to these Terms and Conditions, you must stop using Our website immediately.

## **1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**"Content"** means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and

**"We/Us/Our"** means Eltham DIY Limited, a Private Limited Company registered in England and Wales under number 06853638, whose trading address is 118-120 Westmount Road, Eltham, London, SE9 1UT.

## **2. Information About Us**

2.1 Our Site is operated by Eltham DIY Limited. We are a limited company registered in England and Wales under company number 06853638. Our main trading address is 118-120 Westmount Road, Eltham, London, SE9 1UT.

2.2 Our VAT number is GB 948 9141 80.

## **3. How to Contact Us**

3.1 To contact Us, please email Us at [sales@elthamdiy.co.uk](mailto:sales@elthamdiy.co.uk) or telephone Us on 020 8850 1781.

## **4. Access to Our Site**

4.1 Access to Our Website is free of charge.

4.2 It is your responsibility to make the arrangements necessary in order to access Our Website.

4.3 Access to Our Website is provided on an "as is" and on an "as available" basis. We may suspend or discontinue Our Website (or any part of it) at any time. We do not guarantee that Our Website will always be available or that access to it will be uninterrupted.

4.4 If We suspend or discontinue Our Website (or any part of it), We will try to give you reasonable notice of the suspension or discontinuation.

## **5. Changes to Our Site**

5.1 We may alter and update Our Website (or any part of it) at any time.

5.2 If We make any alterations to Our Website (or any part of it), We will try to give you reasonable notice of the alterations.

## **6. Changes to these Terms and Conditions**

6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, your use of Our Website constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Website the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Website.

6.2 If any part of the current version of these Terms and Conditions conflicts with any

previous version(s), the current version shall prevail unless We explicitly state otherwise.

## **7. International Users**

7.1 Our Site is intended for users in the United Kingdom only. We do not warrant or represent that Our Website or its Content are available in other locations or are suitable for use in other locations.

## **8. How You May Use Our Website and Content (Intellectual Property Rights)**

8.1 All Content included on Our Website and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

8.2 You may access, view, and use Our Website in a web browser (including any web browsing capability built into other types of software or app) and you may download Our Website (or any part of it) for caching (this usually occurs automatically).

8.3 You may print one copy and download extracts of any page(s) from Our Website for personal use only.

8.4 You may not modify the printed copies or downloaded extracts in any way. Images, video, audio, or any other Content downloaded from Our Website must not be used separately from accompanying text.

8.5 Our status as the owner and author of the Content on Our Website (or that of identified licensors, as applicable) must always be acknowledged.

8.6 You may not use any Content saved or downloaded from Our Website for commercial purposes without first obtaining a licence from Us (or our licensors, as applicable). This does not prevent the normal access, viewing, and use of Our Website for general information purposes by business users or consumers.

## **9. Links to Our Site**

9.1 You may only link to the homepage of Our Website, [www.designerpaintshop.co.uk](http://www.designerpaintshop.co.uk). Linking to other pages on Our Website requires our express written permission.

9.2 Links to Our Website must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.

9.3 You must not link to Our Website in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).

9.4 Your link should not use any logos or trade marks displayed on Our Website without Our express written permission.

9.5 You must not frame or embed Our Website on another website without Our express written permission.

9.6 You may not link to Our Website from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.

## **10. Links to Other Sites**

10.1 Links to other websites may be included on Our Website. Unless expressly stated, these websites are not under Our control. We accept no responsibility or liability for the content of third-party websites.

10.2 The inclusion of a link to another website on Our Website is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

## **11. Disclaimers**

11.1 Nothing on Our Website constitutes professional advice on which you should rely. It is provided for general information purposes only.

11.2 We make reasonable efforts to ensure that the Content on Our Website is complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case.

11.3 If you are a business user, We exclude all implied representations, warranties,

conditions, and other terms that may apply to Our Website and Content.

## **12. Our Liability**

- 12.1 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.
- 12.2 If you are a business user (i.e. you are using Our Website in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Website.
- 12.3 If you are a business user, We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 12.4 If you are a consumer, you agree that you will not use Our Website for any commercial or business purposes and that We shall have no liability to you for any business losses as set out above.
- 12.5 Subject to Part 12.6, if you are a consumer and digital content from Our Website damages other digital content or a device belonging to you, where that damage is caused by Our failure to use reasonable skill and care, We will either compensate you or repair the damage.
- 12.6 Note that the right to compensation or repair in Part 12.5 will be lost if the damage in question could have been avoided by following advice or instructions from Us to install a free patch or update; if the damage resulted from your failure to follow instructions; or if the minimum system requirements provided by Us for the digital content in question were not met.

## **13. Viruses, Malware, and Security**

- 13.1 We exercise reasonable skill and care to ensure that Our Website is secure and free from viruses and malware; however, We do not guarantee that this is the case.
- 13.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.
- 13.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Website.
- 13.4 You must not attempt to gain unauthorised access to any part of Our Website, the server on which Our Website is stored, or any other server, computer, or database connected to Our Website.
- 13.5 You must not attack Our Website by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 13.6 By breaching the provisions of Parts 13.3 to 13.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

## **14. Acceptable Usage of Our Site**

- 14.1 You may only use Our Website in a lawful manner:
  - 14.1.1 You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
  - 14.1.2 You must not use Our Website in any way, or for any purpose, that is unlawful or fraudulent; and
  - 14.1.3 You must not use Our Website to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.
- 14.2 If you fail to comply with the provisions of this Part 14, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

- 14.2.1 Suspend or terminate your right to use Our Website;
  - 14.2.2 Issue you with a written warning;
  - 14.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 14.2.4 Take further legal action against you, as appropriate;
  - 14.2.5 Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
  - 14.2.6 Any other actions which We deem reasonably appropriate (and lawful).
- 14.3 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 14.2) in response to your breach.

## **15. How We Use Your Personal Information**

- 15.1 We will only use your personal information as set out in ;
  - 15.1.1 Our Privacy Policy, available from <https://www.designerpaintshop.co.uk/privacy/> and ;
  - 15.1.2 Our Cookie Policy, available from <https://www.designerpaintshop.co.uk/cookies/>.

## **16. Law and Jurisdiction**

- 16.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 16.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Part 16.1 takes away from or reduces your legal rights as a consumer.
- 16.3 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 16.4 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.