

# MAIDEN-VOYAGE.COM LIMITED – TERMS OF USE & SUPPLY

**Date published/updated: 1 August 2011**

This page informs You the user and/or purchaser (referred to as “**You**” or “**Your**”) of the terms and conditions - together with the pages linked within them - (collectively the “**Terms**”) under which:

- You may access and use any and all pages of this website at <http://www.maiden-voyage.com> (the “**Website**”); and/or
- place an order on or through the Website for any of the products and/or services listed on the Website (“**Products**”).

Please read these Terms carefully before using, and purchasing from, the Website. Please also print a copy of these Terms (and pages linked within them) for future reference and also read Our Privacy Policy regarding Your personal data.

By continuing to access and use the Website You acknowledge that You accept the Terms.

If You are using this Website (and/or purchasing from it) as a consumer, Your statutory rights will not be affected in any event.

## 1 INTRODUCTION

1.1 For convenience, unless the context clearly requires otherwise:

- 1.1.1 maiden-voyage.com Limited will be referred to as “**MV**” or “**We**” or “**Us**” or “**Our**”.
- 1.1.2 Any contract formed between You and MV to access and/or use the Website and/or for You to register with Us and/or for You to purchase Products from Us on or through the Website or otherwise will be referred to as a “**Contract**”.

- 1.2 These Terms are incorporated into any contact or communication between (and/or respective conduct of) You and MV, and each Contract (irrespective of how it is formed).
- 1.3 Subject to Term 14.1, the express written contents of these Terms will prevail (to the fullest extent permitted by law) over any inconsistent statements, representations, warranties and terms whatsoever and howsoever binding.
- 1.4 Any descriptions, specifications, drawings or performance figures supplied to You or published by MV are approximates only.
- 1.5 Regardless of whether or not You choose to be registered with Us or order from Us, You agree to be bound by these Terms by accessing and/or using the Website and/or placing an order on or through the Website. If You do not accept these Terms, do not continue to access and/or use this Website (and/or do not place an order on or through it).
- 1.6 Only a formally appointed and registered director of MV is authorised to agree to material changes to these Terms and/or any Contract. You agree to satisfy Yourself that the person who is purporting to agree material changes is in fact such a director. Confirmation of appointed and registered directors can be obtained from Companies House in Cardiff, which maintains public registers. You should not rely upon purported changes authorised and/or approved by any other person (including but not limited to those that purport to be a director in name and/or title).

## **2 PRE-CONTRACT INFORMATION**

- 2.1 The Website is operated by maiden-voyage.com Limited.
- 2.2 We are a private company limited by shares, that is registered in England and Wales on the register of companies held by the Registrar of Companies at Companies House.
- 2.3 Our registered office is at 3rd Floor, White Rose House, 28a York Place, Leeds, LS1 2EX, England
- 2.4 Our company registration number is 06727216
- 2.5 Our VAT registration number is 116633625

- 2.6 See [Legals](#) for Our trading address, telephone numbers and email addresses.
- 2.7 The main characteristics of Our Products are described throughout the website <http://www.maiden-voyage.com>.
- 2.8 Term 9 deals with pricing, taxes, delivery costs and payments.
- 2.9 Term 8 deals with delivery and performance.
- 2.10 For security and training purposes, telephone calls to and from any director, officer or employee or representative of MV may be recorded or monitored.

### **3 REGISTRATION**

- 3.1 If the Website requires registration at any time, You must be over eighteen years of age to register.
- 3.2 Each such registration is for a single user only. We do not permit You to share Your user name and password with any other person nor with multiple users on a network.
- 3.3 Responsibility for the security of any username and/or password issued rests with You. If You know or suspect that someone else knows Your username and/or password, You should contact Us immediately in writing.
- 3.4 We may suspend or cancel Your registration immediately at Our reasonable discretion or if You breach any of Your obligations under these Terms. This is without prejudice to any of Our other rights and remedies.

### **4 YOUR STATUS**

By accessing, using, registering on or placing an order through Our Website (and/or taking delivery of ordered Product(s)) You represent and warrant that:

- 4.1 You are authorised to lawfully and properly access and/or use this Website and/or register on it and/or place an order on or through it. If You are not a consumer, You confirm that You have authority and capacity to bind any business on whose behalf You access, use or order on or through this Website.
- 4.2 You are solvent and otherwise legally capable of entering into binding contracts with Us in accordance with the laws of England & Wales.

- 4.3 You are at least 18 years old.
- 4.4 You are able and willing to comply with and observe Your obligations and duties under and/or in relation to these Terms.
- 4.5 You are able and willing to comply with all applicable laws in Your jurisdiction concerning access to, use of and purchases from the Website.

## **5 NEW TERMS**

- 5.1 We may revise or replace the whole or any part of these Terms at any time by updating this posting. Any such revisions or replacements will take effect when posted on the Website (see date at the top of this page).
- 5.2 It is Your responsibility to check this Website each time You access, use, continue to use or order on or through the Website, to review the then current Terms. This is because the Terms, as they are in force from time to time, are binding on You.
- 5.3 Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If You do not wish to accept any new terms after We have given notice, You should not continue to access and/or use this Website and/or purchase any Products on or through this Website.
- 5.4 In any event, Your continued use of the Website will signify Your acceptance to be bound by the latest version of the Terms.

## **6 ACCESS & USE**

- 6.1 You will be able to access and use most areas of this Website without registering Your details with Us. However, certain areas of this Website are only open to You if You register. In any event, the Terms apply whether You are a guest or a registered user.
- 6.2 Access to the Website is permitted on a temporary basis only. Such permission may be withdrawn without notice.
- 6.3 While We endeavour to ensure that this Website is normally available 24 hours a day, We will not be liable if for any reason this Website is unavailable at any time or for any period.

- 6.4 From time to time, We may restrict access to some parts of the Website, or the entire Website for any and all users. We aim to update the Website regularly, and may change the content at any time. If the need arises, We may suspend access to the Website, or close it indefinitely.
- 6.5 Any of the material on the Website may be out of date at any given time, and We are under no obligation to update such material.
- 6.6 If You are provided with, a user identification code, password or any other piece of information as part of Our security procedures, You must treat such information as confidential, and You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by You or allocated by Us, at any time, if in Our opinion You have failed to comply with any of the provisions of these Terms.
- 6.7 You are responsible for making all arrangements necessary for You to have access to the Website. You are also responsible for ensuring that all persons who access the Website through Your internet connection are aware of these Terms, and that they comply with them.
- 6.8 Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.
- 6.9 We process information about You in accordance with the Privacy Policy. By using the Website, You consent to such processing and You represent and warrant that all data provided by You is accurate.
- 6.10 Whenever You make use of a feature that allows You to upload material or data to the Website, or to make contact with other users of the Website, You represent and warrant that any such contribution will be in compliance with these Terms and all applicable laws. Any data that is not covered by the Privacy Policy that You upload to the Website will be considered non-confidential and non-proprietary, and We have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose Your

identity to any third party who is claiming that any material posted or uploaded by You or on Your behalf to the Website constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by You or any other user of the Website. We have the right to remove any material or posting made by You or on Your behalf on Our Website if, in Our opinion, such material does not comply with these Terms and/or any applicable laws and/or for any other reasonable reason.

6.11 We may provide links on the Website to the websites of other persons, companies, businesses or entities, whether affiliated with Us or not. We cannot warrant, represent or undertake that products You purchase from third party sellers through Our Website, or from third parties to whose website We have provided a link on Our Website, will be of satisfactory quality or fit for purpose or in accordance with Your expectations – and, accordingly, any such warranties, representations or undertakings are disclaimed by Us absolutely. This disclaimer does not affect Your statutory rights against the third party seller and is subject to Term 14.1. We will notify You when a third party is involved in a transaction, and We may disclose Your customer information related to that transaction to the third party seller.

## **7 ORDERS & CONTRACT FORMATION**

7.1 All orders that You place on or through the Website are subject to acceptance in accordance with these Terms.

7.2 You are deemed to place an order with Us by ordering via Our on-line checkout process. As part of Our checkout process You will be given the opportunity to check Your order and to correct any errors. The confirmation stage sets out the final details of Your order.

7.3 After You have placed an order for any of the Products, We may send You an order acknowledgement and/or confirmation email, detailing what You have ordered. Please note that this does not mean that Your order has been accepted in a legally binding way. Your order only constitutes an offer to Us for You to buy such Products from Us. All orders are subject to acceptance by Us, and We will confirm such acceptance by dispatching the Products to You by any means

(digitally or otherwise). Therefore, a Contract will only form for the supply of Products when We have dispatched (digitally or otherwise) Your ordered Products.

- 7.4 We may refuse to accept Your order for any Products prior to sending an acknowledgement or confirmation email for that order, or prior to dispatching those Products by any means.
- 7.5 Please note that in some cases, We accept orders as agents on behalf of third party sellers. The resulting legal contract is between You and that third party seller, and is subject to the terms of that third party seller, which they will advise You of directly. You should carefully review their terms and conditions applying to the transaction.
- 7.6 If We supply Products to You in instalments, these Terms will apply to each instalment as if there was a separate Contract for each instalment.
- 7.7 You will comply with all notes, instructions, guidance and recommendations given with any supplied Products (except where it is clearly obvious that the same are wrong or inappropriate).
- 7.8 We do not file details of Your order for You to subsequently access direct on this Website. Therefore, please print out these Terms and the order acknowledgement or confirmation email for Your own records.

## **8 RISK, TITLE & DELIVERY**

- 8.1 Products will be at Your risk from the time of delivery, but their ownership will only pass to You on delivery after We have received full payment of all sums due in respect of the those Products (including delivery charges and other related charges) in cleared funds.
- 8.2 If You are unable and/or unwilling to comply with any obligation under any Contract, MV may suspend or discontinue supply of any of the ordered Products permanently or temporarily under that and any other Contract(s) until You have complied with those obligations. This is without prejudice to any of Our other rights or remedies.

- 8.3 Delivery charges for postal or courier deliveries and estimate time-scales are set out in our Terms of Sale.
- 8.4 We make every effort for the Products to be delivered within the estimated time-scales. However, delays are occasionally inevitable due to unforeseen factors. MV will be under no liability for any delay or failure to deliver any one or more Products under any one or more orders within estimated time-scales (whether due to stock shortages or for any similar or other reason whatsoever), however, if We are unable to supply You with Your ordered Products for any reason within 14 days of any estimated time-scales then We will provide You with a full refund.

## **9 PRICING AND PAYMENT**

- 9.1 Prices are in British pounds sterling, save where otherwise stated from time to time in US dollars and/or Euros.
- 9.2 The price of any of the Products will be as quoted on Our Website from time to time, except in cases of obvious error.
- 9.3 All prices exclude VAT where VAT is applicable.
- 9.4 Where We charge separately for postage, packaging, packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our Terms of Sale.
- 9.5 Our prices and charges are reviewed periodically and are liable to change at any time, but changes will not affect orders in respect of which We have already dispatched the Products by any means.
- 9.6 The Website contains a large number of Products and it is always possible that, despite Our best efforts, some of those Products may be incorrectly priced. We will normally verify prices as part of Our dispatch procedures so that:
- 9.6.1 where the correct price is less than Our stated price, We will charge the lower amount; but
- 9.6.2 if the correct price is higher than the price stated on the Website, We will normally, at Our discretion, contact You before dispatch of Products for reconfirmation of Your order at the correct higher price or to give You the opportunity to reject Your order - if You then reject Your order

in such circumstances, the Products will not be dispatched to You and You will receive a full refund.

- 9.7 We are under no obligation to provide any ordered Products to You at the incorrect (lower) price, even after We have dispatched the Products to You - if You did not purchase the Products as a consumer under the law and the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mis-pricing.
- 9.8 Payment for any Products must be by a valid credit or debit card that You are authorised to use for the total amount of Your order. You must comply with the terms and conditions of any third party's online payment system (e.g. PayPal). We cannot give any warranty, guarantee or assurance about such third party's online payment system (and/or the security of payments made or date transferred using such third party's online payment system).
- 9.9 If You order Products from the Website 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 have no control over these charges and cannot predict their amount. Please contact Your local customs office for further information before placing Your order.
- 9.10 You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by You of any such laws. You should seek Your own independent legal advice on such issues.
- 9.11 To ensure that Your credit, debit or charge card is being used with Your consent, We may validate name, address and other personal information supplied by You during the order process against appropriate third party databases. By accepting these Terms You consent to such checks being made. In performing these checks personal information provided by You may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm Your identity, that a credit check is not performed and that Your credit rating will be unaffected. All information provided

by You will be treated securely and strictly in accordance with the Data Protection Act 1998.

9.12 Until and unless You pay for any Product purchased in full, You will not be entitled to claim any professional accreditation offered by the submission of any questionnaire or form that you receive with the Product for that purpose.

## 10 CANCELLATION AND RETURNS

10.1 If You have ordered by telephone or internet, as a consumer under The Consumer Protection (Distance Selling) Regulations 2000 as amended (also known as the Distance Selling Regulations), the following applies.

10.2 For full eBooks:

10.2.1 You have a statutory right to cancel Your order within 7 working days (so not including Saturdays, Sundays or public holidays) commencing the day after the day the eBook is downloaded by You (i.e. the point when the Contract for that full eBook is concluded).

10.2.2 However, by downloading the eBook You agree to waive Your statutory 7 day cancellation right.

10.3 For hard copy books: You have a statutory right to cancel Your order within 7 working days (so not including Saturdays, Sundays or public holidays) commencing the day after the day of delivery of Your Products. To cancel You must send an email to [admin@maiden-voyage.org](mailto:admin@maiden-voyage.org), or call or write to Customer Services (see [contact](#) for details) quoting Your order number. You must also return the hard copy book. You must take reasonable care of the Products prior to such cancellation and return.

10.4 If You are not a consumer under the Distance Selling Regulations, You are not entitled to a statutory “cooling off” period of 7 days, for the purposes of cancelling any Contract.

10.5 The provisions of Terms 10.1 to 10.4 (inclusive) do not affect Your mandatory statutory rights.

## 11 INTELLECTUAL PROPERTY & LICENCE

- 11.1 MV grants You a limited and revocable and non-exclusive licence to make personal use only of the Website and any Product acquired by You. Such grant does not include, without limitation:
- 11.1.1 any resale or commercial use of the Website or Product or content therein;
  - 11.1.2 the permission to allow anyone other than You to use or benefit from any Product purchased;
  - 11.1.3 the collection and use of any product listings or descriptions;
  - 11.1.4 making derivative uses of the Website and/or the product and/or their respective contents; or
  - 11.1.5 use of any data mining, robots, or similar data gathering and extraction methods.
- 11.2 Except as noted above, You are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right belonging to Us or any of Our group companies or any third party whatsoever.
- 11.3 You may not use, frame or utilise framing techniques to enclose any trademark, logo or other proprietary information (including the images found at this Website, the content of any text or the layout/design of any page or form contained on a page) without Our express prior written consent. Further, You may not use any meta tags or any other "hidden text" utilising Our name, trademark, or product name without Our express written consent.
- 11.4 Any unauthorised use of this Website and/or Product will terminate the permission or license granted by these Terms and may violate applicable law including copyright laws, trademark laws (including trade dress), and communications regulations and statutes. All violators will be prosecuted to the fullest extent of the law.
- 11.5 All copyrighted and copyrightable materials on this Website or in any Products, including, without limitation, Our logo, design, text, graphics, pictures, sound files

and other files, and the selection and arrangement (the "**Copyright Materials**") thereof belong to MV and/or its licensors. Except as stated herein, none of the Copyright Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of MV or the respective copyright owner. Permission is granted to display, copy, distribute and download the Copyright Materials on this Website or in any Product for personal, non-commercial, and informational use only; provided that, You may not, without the express prior written permission of MV or the respective copyright owner: (a) copy, publish, or post any Copyright Materials on any computer network or broadcast or publications media, (b) modify the Copyright Materials, or (c) remove or alter any copyright and other proprietary notices contained in the Copyright Materials.

11.6 Without prejudice to the above, You agree not to infringe any intellectual property rights whatsoever of MV or any of its group of companies or any third party (whether or not registered) in each case concerning any aspect of the Website and/or any Product(s).

## **12 VISITOR MATERIAL AND CONDUCT**

12.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material You transmit or post to this Website will be considered non-confidential and non-proprietary.

12.2 You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by You in the form of e-mail or submissions to us, or postings on this Website, are non-confidential (subject to Our Privacy Policy) and shall become Our sole property.

12.3 We will own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgement or compensation to You.

- 12.4 The submission of any materials to Us including the posting of materials to any forum or interactive area, irrevocably waives any and all "moral rights" in such materials, including the rights of paternity and integrity.
- 12.5 You are prohibited from posting or transmitting to or from this Website any material:
- 12.5.1 that is illegal, threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; and/or
  - 12.5.2 for which You have not obtained all necessary licences and/or approvals; and/or
  - 12.5.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to criminal and/or civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; and/or
  - 12.5.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data of any kind whatsoever).
- 12.6 You may not misuse the Website (including, without limitation, by hacking).
- 12.7 We will fully co-operate with any law enforcement authorities or court order requesting or directing Us to disclose the identity or locate anyone posting any material in breach of these Terms and/or the law.

## **13 LINKING**

- 13.1 The express prior written consent of MV is required to create a hyperlink to this Website, and any such consent will be conditional (or deemed conditional) on You fully and properly complying with these Terms. If such a right is granted it will be non-exclusive and may be revoked by Us at any time and for any reason whatsoever.

13.2 MV makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of sites accessible by hyper-link from this Website, or sites linking to this Website. The linked sites are not under Our control and We are not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. MV is providing these links to You only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by Us of the site or any information contained therein.

13.3 When leaving the Website in order to access another site, You should be aware that these Terms and Our Privacy Policy do not govern other sites, and, therefore, You should review the applicable terms and policies, including privacy and data gathering practices, of that site.

13.4 You will not in any way:

13.4.1 reproduce the Website or any part of its contents other than to the extent permitted in these Terms; or

13.4.2 suggest that We are endorsing any products or services other than Our own and in the manner that We expressly do ourselves on or through the Website; or

13.4.3 misrepresent the relationship between You and Us, or present any other false information about Us; or

13.4.4 except as expressly provided for in these Terms, use any of Our trade marks without express prior written permission from Us; or

13.4.5 display or use a link in a manner that causes the Website or any portion of its content to display within a frame, be associated with any advertising or sponsorship not part of the Website, or otherwise incorporate Website content into a third-party website; or

13.4.6 display or use a link to any information file contained in the Website; or

13.4.7 alter, block or otherwise prevent display of any content of the Website;  
or

- 13.4.8 link to the Website through any other URL or mirrored website; or
- 13.4.9 link to the Website if Your website may reasonably be considered to be obscene, defamatory, harassing, offensive or malicious, or if the Website infringes any third party rights or otherwise does not comply with all applicable laws or regulations.

## **14 LIABILITY & DISCLAIMERS**

14.1 MV agrees to be liable for death or personal injury caused by Our negligence, and/or for fraud or fraudulent misrepresentation and/or for any matter or circumstance for which it would be illegal for MV to exclude and/or limit (or attempt to exclude and/or limit) its liability. In addition, if You have purchased a Product as a consumer, this Term 14.1 and any other Term does not affect Your statutory rights or Your mandatory contract cancellation rights.

14.2 Subject to Term 14.1:

- 14.2.1 whilst reasonable efforts have been made for the content of the Website to be accurate, the Website and the materials contained therein are provided on an "as is" basis without warranties or representations of any kind whatsoever as to accuracy, completeness, relevance, reliability, usefulness, error-free nature or otherwise, either express or implied, to the fullest extent permitted by the law;
- 14.2.2 You expressly agree that use of the Website, including all content, data or software distributed by, downloaded or accessed from or through the Website, is at Your sole risk;
- 14.2.3 MV is not responsible for typographical errors or omissions relating to pricing, text, or photography;
- 14.2.4 while We attempt to ensure that Your access and use of the Website is safe, We cannot and do not represent or warrant that this Website or its server(s) are free of viruses or other harmful components;
- 14.2.5 MV reserves the right to change any and all content contained on the Website at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark,

manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Us.

14.3 Subject to Term 14.1, no illegal, unlawful, immoral, unreasonable or in any way unforeseen or particular outcome of any use of a Product purchased by You is represented, warranted or guaranteed.

14.4 Subject to Term 14.1:

14.4.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under a Contract that is caused by any act, event, omission or accident beyond Our reasonable control whatsoever and includes in particular (without limitation) the following: lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government and the negligence or other acts or omissions of Our suppliers (in each case a **"Force Majeure Event"**).

14.4.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period.

14.4.3 We will use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under the Contract may be performed despite the Force Majeure Event.

14.5 Subject to Term 14.1, We are not responsible for the following under contract, tort (including, without limit, the tort of negligence), statute, equity or otherwise (whether or not contemplated at the time of accepting these Terms and/or entering into a Contract):

14.5.1 any indirect losses whatsoever;

- 14.5.2 without prejudice to Term 14.4.1, the following (whether or not they are deemed to be direct, indirect or special losses): loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data or waste of management or office time however arising; and/or
- 14.5.3 Your own negligent and other acts and omissions (such as without limitation, You submitting to Us inaccurate, incomplete, misleading, illegal or unlawful information or data); and/or
- 14.5.4 You and/or Your advisors not mitigating Your mitigateable losses; and/or
- 14.5.5 the amount of MV's aggregate liability under a Contract being more than the amount received from You as payment under that Contract.

14.6 Subject to Term 14.1:

- 14.6.1 if You are planning to use any one or more Products for business purposes please make sure that You are covered by the appropriate insurance;
- 14.6.2 where You decide to use the Products in the course of a business, We exclude (to the fullest extent permitted by law) those warranties and conditions relating to quality, fitness for a particular purpose or skill, care and diligence;
- 14.6.3 Our maximum liability to business users arising out of or in connection with the products shall be limited to the replacement value of the product in question (except in the case of death or personal injury caused by Our negligence or in respect of fraud);
- 14.6.4 in relation to business users, We do not accept liability for the fitness of goods for business purposes, nor do We accept liability for loss of use of the item nor any loss over and above the cost of the item in the event of a claim for breach of warranty or condition.

## **15 INDEMNITY & DAMAGES**

- 15.1 Subject to Term 14.1 above, You will fully and effectively indemnify on demand (on a £1 for £1 basis as if the amount to be paid is a debt), and keep so

indemnified, MV, its group companies and their respective licensors, officers, employees, agents and representatives (“**Indemnified Persons**”) from and against any and all direct or indirect losses, damages, costs and expenses (to include, without limitation, professional and enforcement costs and expenses), liabilities and detriments whatsoever suffered, sustained or incurred by the Indemnified Persons as a direct or indirect result of any one or more of the following:

15.1.1 any and all breaches and/or non-compliance and/or non-performance and/or non-observance of any one or more obligations and/or duties under and/or in relation to these Terms; and/or

15.1.2 any and all of Your own wilful, reckless, negligent, unlawful or any other acts or omissions; and/or

15.1.3 without prejudice to the above, Your infringement of any third party's Intellectual Property Rights and/or other rights.

15.2 A payment made in accordance with the provisions of clause 10.1 above will include any amount necessary to ensure that, after any taxation of the payment, each Indemnified Person is left with the same amount it would have had if the payment was not subject to taxation.

15.3 Without prejudice to the generality of Terms 15.1 and 15.2, if You allow someone to use or benefit from any Product acquired by You for Your own use without the express prior written consent of MV then You will pay a sum equal to the normal undiscounted price charged by MV for that Product for each unauthorised person using or benefiting from the Product.

## **16 GOVERNING LAW AND JURISDICTION**

16.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising in connection with these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales (except to the extent We determine otherwise for enforcement reasons).

16.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful or

unenforceable for any other reason. If You access this Website from locations outside the United Kingdom, You do so at Your own risk and You are responsible for compliance with local laws.

## **17 MISCELLANEOUS**

17.1 Notwithstanding any of these Terms, We reserve the right, without notice and in Our sole discretion, to terminate Your ability to use the Website, and to block or prevent future access to and use of the Website.

17.2 Any Contract is binding on You and Us and on Our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of Your rights or obligations arising under it, without Our express prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of Our rights or obligations arising under it, at any time during the term of the that contract.

17.3 These Terms are to apply to the fullest extent permitted by law. If any provision of these Terms is found by any court or tribunal of competent jurisdiction to be invalid and/or unenforceable for any reason:

17.3.1 the invalidity and/or unenforceable of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect; and

17.3.2 the invalid and/or unenforceable provision will be deemed modified (or, as a last resort, deleted) to the minimum extent necessary for it to be valid and enforceable; and

17.3.3 You agree to fully co-operate in good faith and to act reasonably with Us for the purposes of this term 17.3

17.4 Only MV (and its group companies) and You may seek to enforce these Terms against each other in respect of any Contract or otherwise. No other person has such enforcement rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise. No consent from the persons referred to in this term 17.4 is required for the parties to vary or rescind these Terms (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).

- 17.5 MV and You will act and co-operate in good faith and reasonably for all purposes of these Terms and to give them business efficacy (and so as to resolve any and all disputes concerning the same).
- 17.6 Applicable laws require that some of the information or communications We send to You should be in writing. When using Our Website, You accept that communication with Us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on Our Website. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.
- 17.7 If We fail, at any time, to insist upon strict performance of any of Your obligations under the Terms and/or a Contract this shall not relieve You from compliance with such obligations. If We fail to exercise any of the rights or remedies to which We are entitled under the Terms and/or a Contract, this shall not constitute a waiver of such rights or remedies. A waiver by Us of any default in any particular circumstances shall not constitute a waiver of any subsequent default. No waiver (time or indulgence) by Us of or concerning any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing.
- 17.8 We each acknowledge that, subject to Term 14.1, in entering into a Contract, neither of Us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between Us prior to such Contract except as expressly stated in these Terms.
- 17.9 Neither of Us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.
- 17.10 If a Contract terminates for any reason whatsoever, accrued rights and remedies will not be affected.

- 17.11 MV may set off any amount by You to MV against any amount owed by it to You. If You purchase the Products as a non-consumer then You may not set off any amount owed by You to MV against any amount it owes to You.
- 17.12 The expressions **including, include, in particular** or any similar expression will not limit the sense of the words appearing before them.
- 17.13 The headings and sub-headings are not intended (and will not be deemed) to affect interpretation of the Terms.
- 17.14 A **'person'** includes a natural person, body corporate or unincorporated body (whether or not having separate legal personality).
- 17.15 Any obligation on a person not to do anything includes an obligation not to agree, allow, permit or acquiesce in that thing being done by another person.
- 17.16 A reference to any statute or statutory provision includes all subordinate legislation made under it and is a reference to it (including the subordinate legislation) as it is in force from time to time.

**We recommend that You print out a copy of these Terms for future reference. If You have any questions regarding the this Website, please email us at [admin@maiden-voyage.org](mailto:admin@maiden-voyage.org)**