



Website User Terms & Conditions

These Terms and Conditions incorporate all of the terms and conditions and policies on this Website. You (the user) agree to these each and every time you view and use the Website.

“Website” means the website and all content at www.nina-mistry.com

1 ABOUT US

We own and operate the Website.

Our Contact Details are:

Our name: Nina Mistry

Our address: 2 Moors Lane, St Martins, Oswestry. SY10 7BQ

Our email address: nina@nina-mistry.com

2 ACCEPTANCE

- (1) By using us, this Website and buying from us, you confirm that you are aged 18 or over
- (2) These Terms and Conditions and all of the terms and conditions and policies apply when you view and use this Website place an order, unless we have agreed something different in writing with you before you order.
- (3) From time to time we will update the terms and conditions and policies and the amendments take effect immediately, so please check the documents each time you use the Website.

3 WEBSITE USE AND INTELLECTUAL PROPERTY

- (1) We own the Website, including everything that we upload/put on it (the content).
- (2) The Website and all the content we upload is subject to copyright which belongs to us.
- (3) As a user you are solely responsible for your use of our Website and agree that you will not in any way breach any of our rights, including intellectual property rights and copyright
- (4) We give you a licence, to view and use the Website and our content to buy products. You may need to register to get full access to all of the content. Please also see our Privacy Policy and our and Cookie Policy.
- (5) All copyright, trademarks and all other Intellectual Property Rights in the Website and our content remain at all times vested in us or our licensors. This means that you must not breach any of our rights nor interfere with the proper workings of the Website.

4 SUPPLY OF WEBSITE

- (1) The Website is available on an “as is” and “when available” basis so we use our reasonable endeavours to supply the Website but are not responsible for any failure to provide it. We may, without any liability, alter the Website or contents without prior notice.
- (2) In addition, we make no warranty against electronic virus, worms or any other defect or problems which may occur in respect of any viewing or use of the Website. We will not be responsible for any loss or damage whatsoever caused resulting from a failure to provide or where a virus or defect occurs as a result of any email attachment or document we send to you.
- (3) We make every effort to ensure that anything displayed on our Website, including any content, is displayed as accurately as possible but cannot be responsible for variations. What you see (particularly in so far as colours and shapes are concerned) depends on your display and settings and we cannot guarantee that this will be accurate.
- (4) We reserve the right to vary or withdraw products or services for sale or make changes to their price without any notice.

5 ACCOUNT, PASSWORD AND SECURITY

- (1) Full use of the Website may require you to open an account and complete the registration process by providing certain information and registering a username and password. Each person or organisation may only register once and have one account. Your full use of the Website may only become valid once your registration has been approved by us and we reserve the right to lawfully



refuse registration which is exercised using our sole discretion. You are solely responsible for maintaining the confidentiality of the username and password and for all use and activities under your account. We will not be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password.

(2) Should any of your registration information change, please notify us immediately by email to nina@nina-mistry.com. We may also change registration requirements from time to time.

(3) You may not in any way transfer your registration/account or your obligations and we advise you not to allow anyone else to use your account without your express knowledge and permission.

(4) You also specifically confirm that you will:

(a) Notify us immediately of any unauthorised use, including any unauthorised use of your registration/account with the Website or any other known or suspected breach of security and

(b) Use your own reasonable efforts to immediately stop any such misuse.

(5) For information about how we collect and use your personal data please see our Privacy Policy.

6 UPLOADING ONTO THE WEBSITE

(1) All Users agree and confirm that

(a) You are both expressly and solely liable for anything which you provide to us or upload onto the Website, or which you allow anyone to provide or upload on your behalf and

(b) You will adhere to our Acceptable Use Policy.

(c) You therefore specifically agree that we have no liability and that you will indemnify us for any loss relating to any actual or alleged breach of this clause.

(2) All Users agree that anything provided or uploaded onto the Website can be freely used, copied, published, translated and distributed in any medium and in any form including for advertising and promotional purposes, by us and any other person or organisation, without the User's express permission and that it will not be subject to any copyright unless specifically marked as such by ©. Please also refer to the licence in this clause 6(3) below.

(3) **Uploading onto the Website - licence to use** - When you provide or upload anything onto the Website, the original ownership rights remain but you do specifically agree that we have a non-exclusive, worldwide, and payment and royalty-free sub-licensable licence for the whole of any period to display the upload and to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your upload or any part thereof as necessary solely for the purposes of displaying your upload and operating the Website. This Licence will be terminated when such content is entirely deleted from the Website. You also waive all moral rights you have in the content to the fullest extent permitted by law.

7 THIRD PARTIES

The Website may include links etc to third parties, including those who also offer you products and services (e.g. payment services). When you click on any links you may be forwarded to third party websites. We do not recommend, endorse nor have any control or responsibility over the third parties or their websites and it is your responsibility to ensure that you understand the terms and condition of the third parties and their websites.

8 LIABILITY AND INDEMNITY

(1) To the extent that the law allows, we will not be held responsible for any damage, or loss whatsoever caused by your use of the Website.

(2) In the unlikely event that you have any right, claim or action against us, then your claim will be limited to the price of the products and/or services you purchased which are the subject of the complaint or the sum of £20, whichever is greater

(3) You agree to completely indemnify us against all claims, liability, damages, losses, costs, and expenses, including any legal fees, known and unknown, arising from or in any way connected with your breach of your obligations under our terms and conditions and policies.



9 PRIVACY & DATA PROTECTION

(1) Please specifically refer to our Privacy Policy and our and Cookie Policy which will explain our use of information, including our use of cookies.

10 GENERAL TERMS – applies to all use and purchases

(1) We reserve the right to transfer, sell, assign, delegate, convey, rent, subcontract or share all or any part of the rights, duties or obligations and provision of the Website.

(2) Waiver - Nothing in our terms and conditions or policies and no express or implied waiver by us in enforcing any of our rights under any agreement shall prejudice our rights to do so in the future.

(3) Force Majeure - We will not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside our reasonable control, including but not limited to, acts of God, accidents, war, fire, strikes, lock outs, failure of any communications including telecommunications or computer systems, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and we will be entitled to a reasonable extension of our obligations.

(4) Invalidity and severance - Each clause or any part at all of our terms and conditions and policies is to be regarded as independent of the others. This means that should any clause or any part at all of our terms and conditions and policies be found to be unenforceable or invalid, it will be severed and will not affect the enforceability or validity of the rest of our terms and conditions and policies.

(5) Our terms and conditions and policies will be interpreted, construed and enforced in accordance with English law and will be subject to the exclusive jurisdiction of the English Courts.