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## WEBSITE USE TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, theriderswardrobe.co.uk ("Our Site"). Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately. These Terms and Conditions do not apply to the sale of goods. Please refer to our Sale of Goods Terms and Conditions for more information.

### 1. Definitions and Interpretation

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

<b>"Account"</b>	means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;
<b>"Content"</b>	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;
<b>"User"</b>	means a user of Our Site; and
<b>"We/Us/Our"</b>	means The Riders' Wardrobe.

### 2. Information About Us

Our Site, is owned and operated by Lorraine Wood t/a The Riders' Wardrobe, whose main trading address is Pheasant Lodge, 1a South Bush Lane, Rainham, Gillingham, Kent, ME8 8PS. Our VAT number is 225 6969 74.

### 3. Access to Our Site

1. Access to Our Site is free of charge.
2. It is your responsibility to make any and all arrangements necessary in order to access Our Site.
3. Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

### 4. Accounts

1. Users may wish to open an Account with us when purchasing goods for the purpose of making future purchasing easier and to receive special offers.
2. When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
3. We recommend that you choose a strong password for your Account. It is your responsibility to keep your password safe. If you believe your Account is being used without your permission, please contact Us immediately. We will not be liable for any unauthorised use of your Account.
4. Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the Data Protection Act 1998, as set out in Privacy & Cookies Policy.
5. If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information and access to any areas of Our Site requiring an Account for access.

### 5. Intellectual Property Rights

1. All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed to Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
2. Subject to sub-Clause 5.3 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
3. You may:
  1. Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
  2. Download Our Site (or any part of it) for caching;
  3. Print pages from Our Site;
  4. Download extracts from pages on Our Site; and
  5. Save pages from Our Site for later and/or offline viewing.
4. Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
5. You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

### 6. Links to Our Site

1. You may link to Our Site provided that:

1. You do so in a fair and legal manner;
  2. You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
  3. You do not use any logos or trade marks displayed on Our Site without Our express written permission; and
  4. You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
2. You may not link to Our Site from any other site the main content of which contains material that is likely to offend or promotes any form of unlawful activity.
  3. The content criteria described under sub-Clause 6.2 applies only to content over which the owner and/or operator of the site in question has direct control. You will not, therefore, be in breach of these Terms and Conditions if, for example, other users of a site on which you establish a link to Our Site post content (such as comments) that violates the above criteria.

## 7. **Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## 8. **Our Liability**

- 8.1 The provisions of this Clause 8 apply only to the use of Our Site and not to the sale of goods, which is governed separately by Our Sale of Goods Terms and Conditions.
- 8.2 The Content on Our Site does not constitute advice on which you should rely. It is provided for general information purposes only.
- 8.3 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties or that it will be compatible with all software and hardware.
- 8.4 To the fullest extent permissible by law, We accept no liability to any user 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 Site.
- 8.5 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 8.6 Our Site is intended for non-commercial use only. If you are a commercial user, We accept no liability for loss of profits, 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.
- 8.7 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware, however subject to sub-Clause 9.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 8.8 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

## 9. **Acceptable Usage Policy**

You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 9. Specifically:

- 9.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
2. you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
3. you must not use Our Site 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; and
4. you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
5. We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 9 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:
  - 5.1.1. suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
  - 5.1.2. take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 5.1.3. take further legal action against you as appropriate;
  - 5.1.4. disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
  - 5.1.5. any other actions which We deem reasonably appropriate (and lawful).
6. We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

## 10. **Privacy and Cookies**

Use of Our Site is also governed by Our Privacy and Cookies Policy. This policy is incorporated into these Terms and Conditions by this reference.

11. **Changes to these Terms and Conditions**

- 11.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 11.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

12. **Law and Jurisdiction**

- 12.1 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.
- 12.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (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.
- 12.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.