

## Terms & Conditions

This agreement applies as between you, the User of this Website and Lawrence Pritchard, the owner(s) of this Website. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

**"Content"**

means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

**"Lawrence Pritchard"**

means Lawrence Pritchard, 23 Deans Road , London W7 3JD

**"Service"**

means collectively any online facilities, tools, services or information that Lawrence Pritchard makes available through the Website either now or in the future;

**"Premises"**

means our place(s) of business located at: 23 Deans Road, London W7 3QD

**"System"**

means any online communications infrastructure that Lawrence Pritchard makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

**"User" / "Users"**

means any third party that accesses the Website and is not employed by Lawrence Pritchard and acting in the course of their employment; and

**"Website"**

means the website that you are currently using ([www.lawrencepritchard.co.uk](http://www.lawrencepritchard.co.uk)) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

### 2. Intellectual Property

2.1

Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Lawrence Pritchard, our affiliates or other relevant third parties. By continuing

to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

## 2.2

Subject to Clause 4 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Lawrence Pritchard.

### **3. Third Party Intellectual Property**

#### 3.1

Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

#### 3.2

Subject to Clause 4 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

### **4. Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

### **5. Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Lawrence Pritchard or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

### **6. Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.lawrencepritchard.co.uk](http://www.lawrencepritchard.co.uk) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Lawrence Pritchard. To find out more please contact us by post at 23 Deans Road, London, W7 3QD.

**7. Use of this Website** Use of the Website is also governed by our Privacy Policy which can be viewed after point **14. Law and Jurisdiction**.

### **8. Disclaimers**

#### 8.1

Lawrence Pritchard makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

#### 8.2

Lawrence Pritchard makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be

secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

### 8.3

No part of this Website is intended to constitute a contractual offer capable of acceptance. No goods and / or services are sold through this Website and product and / or service details are provided for information purposes only.

### 8.4

Whilst every effort has been made to ensure that all graphical representations of products and / or descriptions of services available from Lawrence Pritchard correspond to the actual products and / or services, Lawrence Pritchard is not responsible for any variations from these descriptions.

### 8.5

Lawrence Pritchard does not represent or warrant that such products and / or services will be available from us or our Premises. For this reason, please contact us prior to visiting if you wish to enquire as to the availability of any products and / or services. Any such enquiry does not give rise to any express or implied warranty that the products and / or services forming the subject matter of your enquiry will be available upon your arrival at our Premises.

### 8.6

All pricing information on the Website is correct at the time of going online. Lawrence Pritchard reserves the right to change prices and alter or remove any special offers from time to time and as necessary

**9. Availability of the Website** The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Lawrence Pritchard accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## **10. Limitation of Liability**

### 10.1

To the maximum extent permitted by law, Lawrence Pritchard accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.

### 10.2

Nothing in these terms and conditions excludes or restricts Lawrence Pritchard's liability for death or personal injury resulting from any negligence or fraud on the part of Lawrence Pritchard.

### 10.3

Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed

severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

#### **11. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

#### **12. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

#### **13. Notices**

All notices / communications shall be given to us either by post to our Premises (see address above). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

#### **14. Law and Jurisdiction**

These terms and conditions and the relationship between you and Lawrence Pritchard shall be governed by and construed in accordance with the Law of England and Wales and Lawrence Pritchard and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

## **Privacy Policy**

This Policy applies as between you, the User of this Website and Lawrence Pritchard the owner and provider of this Website. This Policy applies to our use of any and all Data collected by us in relation to your use of the Website and any Services or Systems therein.

### **1. Definitions and Interpretation**

means collectively the personal information, Payment Information and credentials used by Users to access Material and / or any communications System on the Website;

#### **"Account"**

means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

#### **"Content"**

means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

#### **"Cookie"**

means a small text file placed on your computer by Lawrence Pritchard when you visit certain parts of this Website. This allows us to identify recurring visitors and to analyse their browsing habits within the Website.

#### **"Premises"**

means our place(s) of business located at: 23 Deans Road, London W7 3QD

**"Data"**

means collectively all information that you submit to the Website. This includes, but is not limited to, Account details and information submitted using any of our Services or Systems;

**"Lawrence Pritchard"**

means Lawrence Pritchard, 23 Deans Road , London W7 3JD

**"Service"**

means collectively any online facilities, tools, services or information that Lawrence Pritchard makes available through the Website either now or in the future;

**2. Data Collected**

2.1 name;

2.2 date of birth;

2.3 gender;

2.4 job title;

2.5 profession;

2.6 contact information such as email addresses and telephone numbers;

2.7 demographic information such as post code, preferences and interests;

2.8 financial information such as credit / debit card numbers;

2.9 IP address (automatically collected);

2.10 web browser type and version (automatically collected);

2.11 operating system (automatically collected);

2.12 a list of URLs starting with a referring site, your activity on this Website, and the site you exit to (automatically collected); and

2.13 Cookie information (see clause 10 below).

**3. Our Use of Data**

3.1

Any personal Data you submit will be retained by Lawrence Pritchard for as long as you use the Services and Systems provided on the Website. Data that you may submit through any communications System that we may provide may be retained for a longer period of up to six months.

### 3.2

Unless we are obliged or permitted by law to do so, and subject to Clause 4, your Data will not be disclosed to third parties. This does not include our affiliates and / or other companies within our group.

### 3.3

All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998.

### 3.4

Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:

## **4. Changes of Business Ownership and Control**

### 4.1

Lawrence Pritchard may, from time to time, expand or reduce its business and this may involve the sale of certain divisions or the transfer of control of certain divisions to other parties. Data provided by Users will, where it is relevant to any division so transferred, be transferred along with that division and the new owner or newly controlling party will, under the terms of this Policy, be permitted to use the Data for the purposes for which it was supplied by you.

### 4.2

In the event that any Data submitted by Users will be transferred in such a manner, you will be contacted in advance and informed of the changes. When contacted you will be given the choice to have your Data deleted or withheld from the new owner or controller.

## **5. Controlling Access to your Data**

### 5.1

Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:

#### 5.1.1

use of Data for direct marketing purposes; and

#### 5.1.2

sharing Data with third parties.

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Lawrence Pritchard or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## **6. Your Right to Withhold Information**

### 6.1

You may access certain areas of the Website without providing any Data at all. However, to use all Services and Systems available on the Website you may be required to submit Account information or other Data.

6.2

You may restrict your internet browser's use of Cookies.

## **7. Accessing your own Data**

7.1

You may access your Account at any time to view or amend the Data. You may need to modify or update your Data if your circumstances change. Additional Data as to your marketing preferences may also be stored and you may change this at any time.

7.2

You have the right to ask for a copy of your personal Data on payment of a small fee.

## **8. Security**

Data security is of great importance to Lawrence Pritchard and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected online.

## **9. Changes to this Policy**

Lawrence Pritchard reserves the right to change this Privacy Policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the Policy on your first use of the Website following the alterations.