

Website - Terms and Conditions of Use

By using our website you confirm your agreement to these terms and conditions (which shall be read in conjunction with our Standard Conditions of Sale) including our Privacy Policy which can be viewed at www.totalmerchandise.co.uk/main/privacy_policy

1. Definitions

In these Conditions, unless the context requires otherwise:

- 1.1 'Content' means any text, graphic, 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;
- 1.2 'Total Merchandise Ltd' means Total Merchandise Limited whose registered office is at 1 Nelson Street Southend on Sea Essex SS1 1EG;
- 1.3 'Service' means collectively any online facilities, tools, services or information that Total Merchandise Ltd makes available through this website;
- 1.4 'Premises' means our place of business located at The Courtyard, Little Braxted Hall, Witham Road, Little Braxted, Essex, CM8 3EU;
- 1.5 'System' means any online communications infrastructure that Total Merchandise Ltd makes available through this website. This includes, but is not, limited to web-based email, message boards, live chat facilities and email links;

2. Intellectual Property

- 2.1 The copyright in the material contained in this website and any trademarks and brands included in that material belongs to Total Merchandise Ltd or its licensors. By continuing to use the website you acknowledge that the material is protected by applicable United Kingdom and international intellectual property and other laws.
- 2.2 You may download or copy the Content and other downloadable items displayed on this website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the Content of this website for any reason other than personal use is expressly prohibited without the written consent of Total Merchandise Ltd.
- 2.3 Unless expressly indicated, all intellectual property rights in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.
- 2.4 You may not reproduce, copy, distribute, store or in any other fashion re-use the material detailed in condition 2.3 unless you are given express permission to do so by the relevant manufacturer or supplier.

3. Links to this and other websites

- 3.1 This website may contain links to other sites. Unless expressly stated, these sites are not under the control of Total Merchandise Ltd 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.
- 3.2 Those wishing to place a link to this Website on other sites may do so only to the home page of the website being www.totalmerchandise.co.uk with our prior consent. Deep linking (linking to specific pages within this website) requires the prior written consent of Total Merchandise Ltd.

4. Disclaimer

- 4.1 Total Merchandise Ltd is providing this site on an “as is” basis and makes no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties. In addition Total Merchandise Ltd makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this website. The information contained in this website may contain technical inaccuracies or typographical errors. All liability of Total Merchandise Ltd howsoever arising for any such inaccuracies or typographical errors. All liability is expressly excluded to the fullest extent permitted by law.
- 4.2 Total Merchandise Ltd accept no liability for any disruption or non-availability of the website resulting from external causes including (without limitation) ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions or censorship.
- 4.3 No part of this website is intended to constitute advice and the Content of this website should not be relied upon when making decisions or taking any action of any kind.
- 4.4 No part of this website is intended to constitute a contractual offer capable of acceptance. No goods are sold through this website and product details are for information purposes only.
- 4.5 Whilst every effort has been made to ensure that all graphical representations of products available from Total Merchandise Ltd correspond to the actual products Total Merchandise is not responsible for any variations from these descriptions.
- 4.6 Total Merchandise does not represent or warrant that such products will be available from us at our Premises. For this reason, please contact us prior to visiting if you wish to enquire as to the availability of any products. Any such enquiry does not give rise to any express or implied warranty that the products will be available upon your arrival at the Premises.

- 4.7 Neither Total Merchandise nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- 4.8 Notwithstanding the foregoing, none of the exclusions and limitations in the clause are intended to limit any rights you may have as a consumer under local law or statutory rights which may not be excluded nor in any way to exclude or limit Total Merchandise Ltd's liability to you for death personal injury resulting from our employees or that of our agents.

5. Use of Communications Facilities

- 5.1 When using the enquiry form of any other System on this website you should do so in accordance with the following rules:
- (a) You must not use obscene or vulgar language;
 - (b) You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist.
 - (c) You must not submit Content that is intended to promote or incite violence.
 - (d) It is advised that submissions are made using the English Language as we may be unable to respond to enquiries submitted in any other language.
 - (e) The means by which you identify yourself must not violate these terms of use of any applicable laws;
 - (f) You must not impersonate other people, particularly employees and representatives of Total Merchandise Ltd or our affiliates.
 - (g) You must not use this website for unauthorised mass-communication such as "spam" or "junk mail".
- 7.2 You acknowledge that Total Merchandise Ltd reserves the right to monitor any communications made using our System.
- 7.3 In order to use the enquiry form and any other communication facility on this website you are required to submit certain personal details. By continuing to use this website you represent and warrant that:
- (a) any information you submit is accurate and truthful; and
 - (b) you will keep this information accurate and up-to-date.

8. Waiver

No omission by Total Merchandise Ltd whether by way of indulgence or otherwise or failure to enforce their rights shall be construed as a waiver of any of Total Merchandise Ltd's rights.

9. Communication

9.1 All communications shall be given to us either by post sent to our Premises or shall be sent by email to info@totalmerchandise.co.uk.

9.2 Communications shall be deemed to have been received:

- (a) two working days after posting
- (c) if sent by email on a working day prior to 4:00 pm at the time of sending and if after 4:00 on the next working day.

10. Severance

If any of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions in the Conditions shall remain in full force and effect.

10. Law and Jurisdiction

These terms and conditions are subject to the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts