



TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.oliversweeney.com (**our site**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

INFORMATION ABOUT US

www.oliversweeney.com is a site operated by McFL Trading Limited, trading as Oliver Sweeney ("We"). We are registered in England and Wales under company number 6899027 and have our registered office at Ryland House, Ryland Road, London, United Kingdom, NW5 3EH. Our main trading address is Ryland House, Ryland Road, London, United Kingdom NW5 3EH. Our VAT number is 973027712.

ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or 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 of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site 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 our site, or by anyone who may be informed of any of its contents.

OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy [SEE PRIVACY POLICY SECTION BELOW]. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

TRANSACTIONS CONCLUDED THROUGH OUR SITE

Contracts for the supply of goods formed through our site or as a result of visits made by you are governed by our terms and conditions of supply.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we

will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITE

If you wish to link to our site then please address your request to websales@oliversweeney.com. We reserve the right to withdraw any linking permission without notice.

LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

JURISDICTION AND APPLICABLE LAW

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

PRIVACY

We are committed to ensuring that your privacy is protected. This privacy policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.

THE INFORMATION WE COLLECT AND HOW WE USE IT

When you register with us we need to know your name, postal address, e-mail address, telephone number, credit card number and expiry date.

We gather this information to allow us to process any orders you may make from time to time. The relevant information is then used by us, our agents and sub-contractors to communicate with you on any matter relating to the fulfillment of your orders and the provision of goods in general.

We may also use aggregate information and statistics for the purposes of monitoring website usage in order to help us develop the website and our services and

may provide such aggregate information to third parties. These statistics will not include information that can be used to identify any individual.

From time to time we or our agents and sub-contractors may contact you by post, e-mail or telephone to ask you for your feedback and comments on our products.

We may also wish to provide you with information about special features of our website or any other products we think may be of interest to you. If you would rather not receive this information, please send a blank e-mail message headed "Unsubscribe" to websales@oliversweeney.com.

OUR USE OF COOKIES AND OTHER INFORMATION GATHERING TECHNOLOGIES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us:

- To estimate our audience size and usage pattern.
- To store information about your preferences, and so allow us to customise our site according to your individual interests.
- To speed up your searches.
- To recognise you when you return to our site.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

HOW WE PROTECT YOUR INFORMATION

The internet is not a secure medium. However we have put in place various security procedures as set out in this policy.

We also keep your information confidential. Our internal procedures cover the storage, access and disclosure of your information.

SALE OF BUSINESS

If this business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

UPDATING YOUR DETAILS

If any of the information that you have provided to us changes, for example if you change your e-mail address, name or payment details or if you wish to cancel your registration, please let us know the correct details by sending an e-mail to websales@oliversweeney.com.

YOUR CONSENT

By submitting your information you consent to the use of that information as set out in this policy. If we change our privacy policy we will post the changes on this page, and may place notices on other pages of the website, so that you may be aware of the information we collect and how we use it at all times. We will also e-mail you should we make any changes so that you may consent to our use of your information in that way. Continued use of the service will signify that you agree to any such changes.

Owing to the global nature of the Internet infrastructure, the information you provide may be transferred in transit to countries outside the European Economic Area that do not have similar protections in place regarding your data and its use as set out in this policy. However, we have taken the steps outlined above to try to improve the security of your information. By submitting your information you consent to these transfers.

YOUR CONCERNS AND QUERIES

If you have any concerns or queries about material which appears on our site, please contact websales@oliversweeney.com.

Thank you for visiting our site.

Oliver Sweeney