

# Terms and Conditions

Heads Up Limited

Community Interest Company

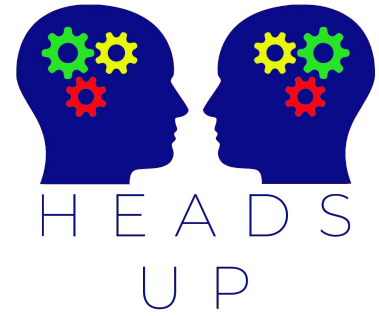
The Old Rectory

The Broadway

Houghton le Spring

Tyne and Wear

DH4 4BB



- Heads Up Limited Community Interest Company will from herein be referred to as 'Heads Up'
- Heads Up must be notified immediately of any intention to cancel an order.
- All orders will be sent within 7 days of receipt
- Proof of purchase e.g. receipt is required when collecting any order.
- Please notify us within 5 days if any goods are damaged or faulty.
- Any faulty and/or damaged goods supplied should be returned to Heads Up.
- The customer must produce the faulty or damaged goods to enable Heads Up to inspect the faulty or damaged goods. In that event, any faulty or damaged goods will be repaired or replaced at the request of the customer or alternatively in the event that the customer chooses, the monies paid in respect thereof shall be credited to the customer.

- After placing an online order, you will receive an e-mail from us acknowledging that we have received your order.
- Heads Up will confirm when the order has been dispatched.
- The Contract will only relate to those Products whose dispatch we have confirmed in the Dispatch Confirmation. If you have ordered additional Products that are not listed in the Dispatch Confirmation (for example because they are currently out of stock unavailable), these Products will not form part of the Contract until dispatch of such Products has been confirmed in a separate Dispatch Confirmation.
- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control, including but not restricted to, strikes, lock-outs, riot, terrorist attack, war, fire, explosion, natural disaster, impossibility of the use of public or private transport or public or private telecommunications networks or the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the force majeure event to a close or to find a solution by which our obligations under the Contract may be performed despite the force majeure event.

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- Heads Up reserve the right to amend these terms & conditions at any time without prior notice and any revisions made will be effective immediately as displayed on our website. You will be subject to the policies and terms & conditions in force at the time you order from our website unless any change to these terms is required to be made by law or government authority.

## **TERMS AND CONDITIONS**

Heads Up is registered in England and Wales with a registered office address of The Old Rectory, The Broadway, Houghton le Spring, Tyne and Wear, DH5 9LG

Any reference to "Heads Up", "we", "our" or "us" in these Terms & Conditions is to Heads Up. Any reference to "You", "Your" or "Yourself" is to the person wishing to access and/or use Heads Up Services. These Terms & Conditions (together with any documents referred to in it) are a legal and binding agreement between You and us and govern Your use of the Service. We recommend that You read and print a copy of these Terms & Conditions for Your future reference.

## **ACCEPTANCE OF TERMS**

By selecting the check box when registering for Heads Up, you are confirming that You accept these Terms & Conditions together with the Privacy Notice. You agree to comply with them. You may have other consumer rights granted by law and these Terms & Conditions do not affect such rights. If you object to any of these Terms and Conditions you should not use any of the products or services on the Website and leave immediately. You agree that you shall not use the Website for illegal purposes and will respect all applicable laws and regulations. You agree not to use the Website in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Website. You also agree not to do anything, which may compromise the security of the Website or attempt to gain access to secured areas or sensitive information. Misuse of the Website may incur civil and/or criminal liability. You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from your breach of these Terms and Conditions.

## **MODIFICATION**

Heads Up reserves the rights to change or amend any part of these terms and conditions, if any change is significant we will notify You of the change. Heads Up advises users to regularly check the Terms and Conditions on the Website. Heads Up has complete discretion to modify or remove any part of the Website without warning or liability arising from such action.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our Website and in the material published on it. Save for Your right to access the Website in accordance with these Terms and Conditions. We do not grant You any rights in respect of such intellectual property rights and/or materials. All such rights are reserved.

You are permitted only to use material on the Website as expressly authorised by us or our licensors. You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use. By using the Website you agree to respect the intellectual property rights of Heads Up and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purposes any material contained within the Website. Any unauthorised use of material on the Website is strictly prohibited.

## **OTHER TERMS**

Each of the paragraphs of these Terms & Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs remain in full force and effect. These Terms & Conditions are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, You may also bring proceedings in Scotland.