

Terms and Conditions of Purchase

Where to find information about us and our services

You can find everything you need to know about us, Famshire Limited, and our services on our website before you order. We also confirm the key information to you in writing [before] [or] [after] you order[, either by email, in your online account or on paper].

We don't give business customers all the same rights as consumers

For example, business customers can't cancel their orders, they have different rights where there is a problem with an order and we don't compensate them in the same way for losses caused by us or our services. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

If you are a business customer this is our entire agreement with you

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

We only accept orders when we've checked them

We contact you to confirm we've received your order and [then we contact you again (normally within 2 working days) to confirm we've accepted it].

Sometimes we reject orders

Sometimes we reject orders. When this happens, we let you know as soon as possible and refund any sums you have paid.

We charge you when you order

However, for some services we take payment at regular intervals, as explained to you during the order process.

If you are a business customer you have no set-off rights

If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

We charge interest on late payments

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 8.9% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We're not responsible for delays outside our control

If our supply of your service is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team: [LINK TO OR WEBSITE ADDRESS FOR CUSTOMER SERVICE TEAM PAGE OR TELEPHONE NUMBER FOR TEAM] to end the contract and receive a refund for any service you have paid for in advance, but not received.

Attractions can vary slightly from their pictures

An attraction's true appearance and colour may not exactly match that shown [on your device] [or] [in our marketing].

We charge you if you don't give us information we need

We charge you additional sums if you don't give us information we've asked for about how we can provide services.

If you are a consumer and you bought online, you have a legal right to change your mind.

Your legal right to change your mind. For most of our services bought online, you have a legal right to change your mind about your purchase and receive a refund of what you paid for them. This is subject to some conditions, as set out below.

When you can't change your mind. You can't change your mind about an order for services, once these have been completed.

The deadline for changing your mind. If you change your mind about a service you must let us know no later than [14 **OR** [NUMBER IN EXCESS OF 14]] days after the day we confirm we have accepted your order.

How to let us know. To let us know you want to change your mind, contact our Customer Service Team: [LINK TO OR WEBSITE ADDRESS FOR CUSTOMER SERVICE TEAM PAGE OR TELEPHONE 0330 043 7880, or by post to us at Famshire Ltd., Unit 214, Victory Business Centre, Somers Road North, Portsmouth, PO1 1PJ.

You have to pay for services you received before you change your mind. If you bought a service (such a vendor's party subscription) we don't refund you for the time you were receiving it before you told us you'd changed your mind.

When and how we refund you. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

You have rights if there is something wrong with your service

Your rights and remedies if you are a consumer. We honour our legal duty to provide you with services that are as described to you on our website and that meet all the requirements imposed by law. [Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.] Remember too that **You have several options for resolving disputes with us.**

Summary of your key legal rights

The Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

[Your rights if you are a business. We warrant that any venues confirm in all material respects with their description]

Changes we can always make. We can always change a service:

- to reflect changes in relevant laws and regulatory requirements;

Changes we can only make if we give you notice and an option to terminate.

We can also make the following types of change to the services or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team: [LINK TO OR WEBSITE ADDRESS FOR CUSTOMER SERVICE TEAM PAGE OR TELEPHONE NUMBER FOR TEAM] to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but won't receive:

We can suspend supply (and you have rights if we do)

We can suspend the supply of a service. We do this to:

- update the service to reflect changes in relevant laws and regulatory requirements; or
- make changes to the service (see **We can change services and these terms**).

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the service [for longer than [PERIOD] in any [PERIOD]] we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than [PERIOD] you can contact our Customer Service Team: [LINK TO OR WEBSITE ADDRESS FOR CUSTOMER SERVICE TEAM PAGE OR TELEPHONE NUMBER FOR TEAM] to end the contract and we'll refund any sums you've paid in advance for services you won't receive.

We can withdraw services

We can stop providing a service, such as an ongoing service or a subscription for digital content. We let you know at least fourteen days in advance and we refund any sums you've paid in advance for services which won't be provided.

We can end our contract with you

We can end our contract with you for a service and claim any compensation due to us [(including enforcement costs)] if:

- you don't make any payment to us when it's due and you still don't make payment within five days of our reminding you that payment is due;

- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service;

We don't compensate you for all losses caused by us or our services

Our liability to consumers. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section **We're not responsible for delays outside our control**.
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in *Your rights if you are a business*.

Our liability to businesses. If you're a business, then, except in respect of the losses described in *Losses we never limit or exclude*:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for services under such contract.

Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice: [LINK TO PRIVACY NOTICE OR WEBSITE ADDRESS FOR PRIVACY NOTICE OR INFORMATION ABOUT WHERE TO ACCESS IT (FOR EXAMPLE, IN A BROCHURE)].

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team: [LINK TO OR WEBSITE ADDRESS FOR CUSTOMER SERVICE TEAM PAGE OR TELEPHONE NUMBER FOR TEAM] will do their best to resolve any problems you have with us or our services as per our Complaints policy: [LINK TO COMPLAINTS POLICY OR WEBSITE ADDRESS FOR IT OR INFORMATION ABOUT WHERE TO ACCESS IT (FOR EXAMPLE, IN A BROCHURE)].

Resolving disputes without going to court (consumers only). Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to [NAME OF ADR ENTITY] through their website at [WEBSITE ADDRESS]. [[NAME OF ADR ENTITY] does not charge you for making a complaint and] [[if **OR** If] you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your service. [We'll tell you in writing if this happens

and [if you are a consumer] we'll ensure that the transfer won't affect your rights under the contract **OR** We'll contact you to let you know if we plan to do this. If you're [a consumer and you're] unhappy with the transfer you can contact our Customer Service Team: [LINK TO OR WEBSITE ADDRESS FOR CUSTOMER SERVICE TEAM PAGE OR TELEPHONE NUMBER FOR TEAM] to end the contract within [PERIOD] of us telling you about it and we will refund you any payments you've made in advance for services not provided].

You can only transfer your contract with us to someone else if we agree to this. If you're a business you need our agreement to transfer your contract with us and it's entirely up to us whether we give it.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.