

# Website Terms of Use

By using this Site you are agreeing to the Terms that appear below.

## 1. Information about us

This Site is operated by Kent Balloons a company registered in the United Kingdom under company number 03553962 and with its registered office at 5b Underwood Street, London, N1 7LY, United Kingdom on behalf of Kent Balloons Limited.

## 2. Service Availability

If any material on this Site, your use of this Site, or the Products advertised on this Site, are contrary to the laws of the jurisdiction in which you are located then this Site is not intended for your use and we ask that you do not use this Site. You are responsible for compliance with the laws of the jurisdiction in which you are located.

## 3. Contracts

The Terms governing any purchase you make on this Site will be those in effect at the date of your order and can be located after you have logged in. Accordingly, you should check prior to each order to ensure that you understand the precise terms and conditions applicable to your purchase of Products from this Site

We reserve the right, at our sole discretion, to amend these Terms at any time. If you order Products after we have published any changes you will be bound by those changes. To assist you in determining whether these Terms have changed since your most recent order we will display the date upon which these Terms were last amended.

## 4. Acceptable Use of the Site

It not possible to provide a list of exactly what constitutes acceptable and unacceptable use of this Site. In general, we will not tolerate any use of the Site which damages or is likely to damage our reputation, the availability or integrity of the Site or which causes us or threatens to cause us to incur any legal, tax, regulatory or other liability. We therefore request you to treat our Site with respect, and not to use the Site for any illegal purpose, or in such a way as to infringe or breach others' rights or to cause or threaten to cause us damage.

We reserve the right to suspend the use of the Site generally or block your access to any part of the Site and/or to suspend or terminate your rights to use the Site or any part of it if we suspect misuse. We may report any misuse of the Site to the relevant enforcement or other authorities and to our legal advisers. We further reserve the right to disclose any evidence we have which relates directly or indirectly to misuse of this Site.

You agree not to use the Site or cause or permit the Site to be used:

1. (a) to jeopardise or prejudice the operation, quality or integrity of the Site, or the operation, quality or integrity of any telecommunications network;
2. (b) to harvest or otherwise collect information about others, including email addresses, without their consent;
3. (c) for any commercial purpose including any direct marketing, surveys (including without limitation for price checking by our competitors), contests or pyramid schemes, nor to use the Site to participate in or cause others to participate in sending

chain letters, junk email, spam, duplicative or unsolicited messages, advertising or promotional material;

4. (d) to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, or any other harmful or detrimental programs;
5. (e) to attack the Site via a denial-of-service attack; or
6. (f) contrary to the terms and conditions of any Internet Service Provider you may use.

At the time of your registration you will set a password. You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. We shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

## **5. Availability of Site**

While we will endeavour to inform customers in advance of any Site unavailability, this cannot be guaranteed and the Site may be unavailable at certain times, e.g. to allow us to maintain and upgrade the Site.

We reserve the right to alter or withdraw the Site at any time and also reserve the right to refuse access to the Site to you at our discretion.

## **6. Warranties**

We do not warrant that the Site will be continuously available, or that your use of the Site will be uninterrupted or error-free. This Site is provided by Kent Balloons on an “as is” basis. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied.

Neither we, nor any of our respective licensors, licensees, service providers or suppliers warrant that the Site or any function contained in the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the servers that make the Site available are free from viruses or other harmful components.

We do not warrant or make any representations regarding the use or the results of the use of the materials incorporated in the Site or any third-party site accessed through the Site in terms of their correctness, accuracy, timeliness, reliability, or otherwise. It is your responsibility to ensure that suitable equipment is available to enable your safe use of the Site. We shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this Site.

While we will use reasonable endeavours to verify the accuracy of the information we place on the Site, we make no warranties, express or implied, in relation to its accuracy. To the maximum extent permitted by law, we disclaim all liability and responsibility arising from any reliance placed on such materials.

These disclaimers apply to the fullest extent permitted by law.

## **7. Advertising**

Part of the Site may contain third party advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with international and national law. Kent Balloons will not be responsible for any error or inaccuracy in such advertising or sponsorship materials.

## **8. Privacy**

We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Terms by this reference and is available at Privacy Policy.

## **9. Intellectual Property**

The content of this Site is owned or licensed by Kent Balloons. This material includes, but is not limited to, text, photographs, images, graphics, illustrations, logos, button icons, audio clips, video clips, software, and other content, and the compilation, collection, arrangement, and assembly thereof (including the “look and feel” of the Site).

All materials incorporated in or accessible through the Site are protected by copyright laws, and are owned, controlled or licensed by Kent Balloons, or by the original creators of such materials or their permitted licensors. All such rights are reserved.

Such materials may be used only for viewing the Site in the ordinary course of your business or as a resource for purchasing the Products available through the Site. Any other use of such materials, including any copying, reproduction, modification, sale, distribution, extraction, re-utilisation, transmission, republication, downloading, display, posting, performance, or other exploitation thereof by any means or medium without the prior written permission of the copyright owner is strictly prohibited. In particular you may not use this website or its content for any commercial purpose (other than for ordering Products from us in accordance with these Terms), including the collection and use of any listings, descriptions, prices, make any derivative or commercially exploitative use of this website or its content, download or copy account information, use any data mining, robots or similar data gathering and extraction tool without the explicit written consent of Kent Balloons. Any unauthorised use of the Site terminates your permission to use the Site and entitles us to terminate any other agreements between us and you.

## **10. General**

Links: Where a Product description contains a link to another party’s website, please note that Kent Balloons does not vet these websites and has no control over their contents. Kent Balloons cannot accept any liability in respect of the use of those third party websites. We may also provide links on our Site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our Site, or from companies to whose website we have provided a link on our Site, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party seller.

Written communications: Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Severability: If any court or competent authority finds that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such term(s) will, to that extent

only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

Our right to vary these Terms: We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

Law and jurisdiction: Any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the laws of England and Wales. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

These terms were last updated on 22nd May 2018