

Terms and conditions of use

1. Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Joshua James Small, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Joshua James Small and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Joshua James Small and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

2. Intellectual property and acceptable use

2.1 All Content included on the Website, unless uploaded by Users, is the property of Joshua James Small, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

2.2 You may, for your own personal, non-commercial use only, do the following:

- 2.2.1 retrieve, display and view the Content on a computer screen
- 2.2.2 print one copy of the Content

2.3 You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Joshua James Small.

3. Prohibited use

3.1 You may not use the Website for any of the following purposes:

- 3.1.1 in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
- 3.1.2 in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- 3.1.3 making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

4. Registration

4.1 You must ensure that the details provided by you on registration or at any time are correct and complete.

- 4.2 You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
- 4.3 We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
- 4.4 You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

5. Links to other websites

- 5.1 This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Joshua James Small or that of our affiliates.
- 5.2 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.
- 5.3 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.

6. Availability of the Website and disclaimers

- 6.1 Any online facilities, tools, services or information that Joshua James Small makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Joshua James Small is under no obligation to update information on the Website.
- 6.2 Whilst Joshua James Small uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 6.3 Joshua James Small accepts no liability for any disruption or non-availability of the Website.
- 6.4 Joshua James Small reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

7. Shop

7.1 General terms of use:

- 7.1.1 An Agreement will be concluded by the Buyer and the Seller exclusively by means of the Seller's acceptance of an Order (the offer) from the Buyer that has been placed on or via the Website in the following manner:
 - 7.1.1.1 The Buyer has selected the Product and has added the Product to the shopping cart.
 - 7.1.1.2 The Buyer has entered their requested details correctly, including but not exclusive to invoice address, delivery address, and payment method. Any incorrectly submitted information is at fault of the Buyer.
 - 7.1.1.3 On review and submission of correctly entered information, the Order has been placed.

- 7.1.2 The Buyer will receive a confirmation of the Order that has been placed, via the Website. If the Order has been accepted by the Seller, the Seller will send the Buyer a confirmation, via e-mail, after the Order has been placed.
 - 7.1.3 The Seller will be entitled to reject the Order placed by the Buyer, including but not exclusive to, the following cases:
 - 7.1.3.1 If the total value of the Order is above £500
 - 7.1.3.2 If the information that the Buyer has filled in is incorrect and/or incomplete, or if the Seller is reasonably entitled to doubt whether that is the case.
 - 7.1.3.3 If the Buyer's payment is not received.
 - 7.1.3.4 If the Buyer has already failed to comply with his/her payment obligations towards the Seller in the past.
 - 7.1.3.5 If there is an obvious mistake or clerical error, including but not exclusive to, the prices indicated on the Website.
 - 7.1.3.6 If the delivery address desired is not located in the UK.
 - 7.1.3.7 If the product is no longer available.
 - 7.1.4 The Seller will notify the Buyer as soon as possible if an Order is not accepted.
 - 7.1.5 The Agreement, including The Privacy Policy and The General Terms and Conditions, located on the website www.joshuajamesmall.com constitute the entire agreement between the Buyer and the Seller, with respect to the use of the Website and the placement of an Order.
- 7.2 Delivery and returns:
- 7.2.1 View in full under the Delivery and Returns page of the website.
- 7.3 Price and payment:
- 7.3.1 The prices indicated on the Website are denominated in British Pounds, and are inclusive of Value Added Tax (VAT) (if applicable) and are exclusive of shipping costs. The shipping costs will be charged separately in respect of each Agreement. The total Purchase Price due will be indicated when the Order is placed and when the Agreement is confirmed.
 - 7.3.2 The Seller will be entitled to adjust the prices indicated on the Website without any notice being required. The prices indicated at the time of an Order placed will be deemed to be the prices that form part of the Agreement, unless as stated in section 7.1.3.5.
 - 7.3.3 Payment may be made using the methods indicated on the Website and must be made before after the Product has been delivered.
 - 7.3.4 The Buyer is obliged to notify the Seller immediately regarding any errors in the payment details that the Buyer has provided to the Seller.
 - 7.3.5 In the event that the Buyer exceeds the term for payment they will be in default by operation of law, and the Seller will be entitled to charge statutory interest on the outstanding amount as from the due date.
- 7.4 Complaints:
- 7.4.1 The contact details of the Seller can be found under the Contact section of the Website www.joshuajamesmall.com.
 - 7.4.2 The Buyer will be obliged to inspect the Product when it has been delivered and to notify the Seller within a reasonable term in the event that there are any visible defects or other complaints regarding the performance of the Agreement. Such complaints must be submitted in writing and must be fully and clearly substantiated.

- 7.4.3 The Seller will respond to any complaints that it receives within a term of 14 days after receipt. The Seller will notify the Buyer within a term of 14 days in the event that it is foreseeable that the complaint will require a longer term to be processed, stating the term in which the Buyer can expect to receive an answer.
- 7.4.4 The Buyer acknowledges that minor deviations that cannot be avoided or that are difficult to avoid in respect of the quality, size, colour, finishing of the Products, do not constitute a well-founded reason to submit a complaint. Such complaints are not well founded. The Seller will not be liable for any damage that the Buyer sustains as a result of such complaints.
- 7.4.5 The Buyer will fully cooperate in the event that the Seller recalls a Product. The Buyer will notify the Seller immediately in the event that the Buyer suspects that a Product has a safety defect and is subject to being recalled.

7.5 Intellectual Property:

- 7.5.1 All marks, product names, logos, models and designs that are depicted on or affixed to the Products are the property of the Seller or one or more of its affiliate companies. The Buyer acknowledges the Seller's proprietary IP Rights and will refrain from using the IP Rights in any way. The Buyer will refrain from any conduct that could harm or otherwise negatively affect the IP Rights.

7.6 Guarantee and liability:

- 7.6.1 The Seller is not liable for any indirect, additional or consequential damage, of any kind whatsoever, that the Buyer sustains in connection with the Agreement. Under no circumstances will any direct damage, for which the Seller is legally liable towards the Buyer, exceed the Purchase Price.

8. Limitation of liability

- 8.1 Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 8.2 We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 8.3 To the maximum extent permitted by law, Joshua James Small accepts no liability for any of the following:
 - 8.3.1 any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - 8.3.2 loss or corruption of any data, database or software;
 - 8.3.3 any special, indirect or consequential loss or damage.

9. General

- 9.1 You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- 9.2 These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- 9.3 These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

- 9.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- 9.5 If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- 9.6 Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 9.7 This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

10. Joshua James Small details

- 10.1 Joshua James Small of London, United Kingdom, operates the website www.joshuajamessmall.com.
- 10.2 You can contact Joshua James Small by email on studio@joshuajamessmall.com