

# Terms and Conditions

## Our Terms and Conditions

### 1.1 Acceptance of Terms and Conditions

- 1.1.1 The website <https://www.newproddesign.com/> (“the website”) is owned and operated by NewProd Design. References to “we”, “us”, or “our” are references to NewProd Design.
- NewProd Design is the trading name of Daniel Mason and James Wright as consultant product designers.

NewProd Design

Unit 7

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- 1.1.2 Your use of this website is at all times subject to these Terms and Conditions. By accessing our website you agree to our Terms and Conditions set out below. If you do not agree to these Terms and Conditions, you must exit our website immediately.
- 1.2 Changes to Terms and Conditions
- 1.2.1 We reserve the right, from time to time, with or without notice to you, to change these Terms and Conditions at our sole discretion. The Terms and Conditions applicable to your access to and use of this website will be the version that is current and displayed on the website as at each date you access the website. Your use of the website after changes are made means that you agree to be bound by such changes. These terms were last updated on 24th January 2019.
- 1.4.1 In addition to these Terms and Conditions our Privacy Policy also applies to your use of the website and is, where relevant, incorporated by reference into these Terms and Conditions.
- 1.3 Other applicable terms

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## 2. Website Use

- 2.1 You agree not to upload, post, email or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality

of any computer software or hardware or equipment linked directly or indirectly with this website. You also agree not to interfere with the servers or networks underlying or connected to this website or our services or to violate any of the procedures, policies or regulations of networks connected to this website.

- 2.2 All content and programming of the website is our property. Except as may be permitted by law, notwithstanding contractual prohibition, you may not reproduce, modify, copy, de-compile or reverse engineer any of the materials, software or content the website without our written permission. Use of the website is restricted to personal, non-commercial use only.
- 2.3 You agree not to impersonate any other person while using this website, conduct yourself in an offensive manner while using our website, or use the website for any illegal, immoral or harmful purpose.
- 2.4 You may not use the website for unlawful purposes or in any way that may damage our name or reputation or that of our affiliates.
- 2.5 It is your responsibility to ensure your computer system meets all the necessary technical specifications to enable you to access and use the website and is compatible with the website.
- 2.6 The information contained in this website is for general information purposes only. We endeavour to keep the information contained on the website up-to-date and correct, although there may be times when this is not the case. If you notice any issue with the information on the website, please contact us at [info@newproddesign.com](mailto:info@newproddesign.com).

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### 3. Intellectual Property Rights

- 3.1 Website
  - 3.1.1 All intellectual property rights in or relating to the website (including our text, graphics, software, photographs and other images, videos, sound, trademarks, logos and other copyrighted material) are owned by us or licensors. Except where you are given a non-exclusive licence to use the intellectual property rights that you need to enable you to use the website in accordance with these Terms and Conditions, you are not given any rights in respect of the intellectual property rights owned by us or our licensors and you acknowledge and agree that you do not acquire any ownership of, or other rights in relation to, any such intellectual property rights by virtue of using the website.
- 3.2 External Links
  - 3.2.1 From time to time this website may also include links to other websites that we do not control. These links are provided for your convenience to provide

further information. They do not signify that we endorse the website(s). We have no responsibility for the content, privacy policies or operation of such linked website(s), or for anything provided (or not provided) by the third parties controlling such linked websites.

- 3.2.2 If you create a link to the website and we want you to remove it, we reserve the right to ask you to do so.

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#### 4. Availability of Website

- 4.1 Although we aim to offer you the best service possible, we make no promise that our website services will be available all of the time, meet your requirements or be fault free. If a fault occurs in the service, please report it to us (see below for contact details) and we will correct the fault as soon as we reasonably can.
- 4.2 Your access to the website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will restore the service as soon as we reasonably can.

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#### 5. Privacy

- 5.1 We collect personal information about you through your use of this website and our services. All information that we collect about you is subject to our Privacy Policy.

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#### 6. Limitations on Liability

- 6.1 Nothing in this clause 6 or otherwise in these Terms and Conditions shall exclude or in any way limit our liability for:
  - 6.1.1 fraud or fraudulent misrepresentation;
  - 6.1.2 death or personal injury caused by our negligence;
  - 6.1.3 breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - 6.1.4 under Part I of the Consumer Protection Act 1987; or
  - 6.1.5 any other liability to the extent the same may not be excluded or limited as a matter of law.
- 6.2 None of these terms restrict any of your statutory rights. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.
- 6.3 Subject to clause 6.1, in no event shall we be liable to you for any business losses. Any liability we do have for losses you suffer is strictly limited to the purchase price of the relevant products and to losses that were foreseeable.

Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us. Please note that this does not affect your statutory rights.

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## 7. Applicable Law

- 7.1 Your use of this website is governed by these Terms and Conditions and construed and enforced in accordance with the laws of England and Wales. Disputes arising from your use of this website and the services we provide are subject to the non-exclusive jurisdiction of the courts of England and Wales.
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## 8. Assignment by Us

- 8.1 You agree that we may assign any of our rights and/or transfer, sub-contract or delegate any of our obligations under these Terms and Conditions. These Terms and Conditions are personal to you and you may not assign any of your rights or transfer, sub-contract or delegate any of your obligations under these Terms and Conditions.
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## 9. No Waiver

- 9.1 If we delay exercising or fail to exercise or enforce any right available to us under these Terms and Conditions, such delay or failure does not constitute a waiver of that right or any other rights under these Terms and Conditions.
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## 10. Force Majeure

- 10.1 We will not be liable to you for any lack of performance, or the unavailability or failure, of this website or our services, or for any failure by us to comply with these Terms and Conditions, where such lack, unavailability or failure arises from any cause reasonably beyond our control.
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## 11. Third Party Rights

- 11.1 Nothing in these Terms and Conditions confers on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.
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## 12. Contacting us

- 12.1 Please submit any questions you have about our Terms and Conditions or an order you have placed or ordering in general by email to [info@newproddesign.com](mailto:info@newproddesign.com) or write to us at:

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