

WHO ARE WE

The Jimchapin.com web site is owned and operated by Brand Hose & Wizdom Enterprises ("Jimchapin.com", "we", "our" and "us"), whose office is at **2 Brightmoor Street, Nottingham, NG1 1FD, United Kingdom.**

The following terms and conditions explain what you can expect from us and what we will expect from you when browsing and buying from Jimchapin.com. We explain what you can and cannot do when using the Jimchapin.com site and what our obligations and liabilities are to you. Please take some time to read the following terms as they are a legally binding contract between you and us.

If you have any questions about these terms or Jimchapin.com please contact:

Jimchapin.com

**Paul Hose Enterprises Limited
2 Brightmoor Street
Nottingham
NG1 1FD United Kingdom**

By using Jimchapin.com you agree to be bound by these terms. If you do not agree with the terms please exit here [\[exit route\]](#).

WHAT OTHER TERMS AND CONDITIONS WILL APPLY TO YOUR USE OF JIMCHAPIN.COM ?

You will be able to access material on Jimchapin.com free of charge without going through a registration process. However if you wish to order and buy anything we will require you to register in order to receive goods from us.

From time to time we may run competitions or promotions or offer you products and services. If you wish to enter the competition or take part in any promotion we make available on Jimchapin.com then special terms and conditions will apply.

WHAT LAW APPLIES?

We make no representation that the content and materials available on Jimchapin.com are appropriate or available for use in other locations and other countries. Those who choose to access Jimchapin.com from other locations do so at their own risk and users are responsible for compliance with local laws, if and to the extent local laws are applicable.

If you are not happy with any goods which you order through the Jimchapin.com website please see our Returns Policy which explains what rights you have to obtain a refund.

Your use of the Jimchapin.com website, any downloaded material from it and the operation of these terms shall be governed by, construed and interpreted in accordance with the laws of England and Wales and you agree to submit to the non-exclusive jurisdiction of the English Courts. We reserve the right to bring proceedings in the Courts of the country of your residence.

OUR OBLIGATIONS TO YOU

We try to make sure the content and information on Jimchapin.com is as accurate as possible. However we cannot guarantee that Jimchapin.com and/or any content or materials provided on our website is accurate or complete and we expressly disclaim all warranties and conditions, including implied warranties and conditions of satisfactory quality and fitness for a particular purpose.

We reserve the right to not ship, honor or complete orders where we decide they are incorrect for example where the price of a book has been incorrectly stated on the website. In such cases we will contact you before taking payment.

We will provide you with up to date information on the functionality of Jimchapin.com and advice and assistance on any upgrades or changes to its functionality.

We will use our reasonable endeavors to comply with any law applicable.

We reserve the right to monitor the use of the site in accordance with any applicable laws in order to (i) maintain the website, and (ii) to protect the rights of other users of the website.

YOUR OBLIGATIONS TO US

You agree that you will only use Jimchapin.com and the other Jimchapin.com sites accessed through Jimchapin.com in accordance with these terms and any additional terms and conditions which shall apply to you.

You agree not do anything or cause or permit anything to be done that may infringe, damage or endanger any intellectual property rights of Jimchapin.com or any of our associated companies or any third party or do anything that is otherwise unlawful.

You confirm that all registration details provided by you are complete and accurate and that you have sole control over your e-mail account.

If you choose to purchase any goods from us you agree to be responsible for all charges resulting from such purchase and you are responsible for all charges related to your access to and any transactions which you may enter into on our website.

You agree:

- to abide by all applicable laws, regulations and codes of conduct and to be solely responsible for all things arising from your use of Jimchapin.com or the other Jimchapin.com sites;
- not to infringe any third party rights through your use of Jimchapin.com or other Jimchapin.com sites, or your activities conducted from Jimchapin.com or other Jimchapin.com sites, including without limitation, the intellectual property rights of others;
- not to damage, interfere with or disrupt access to Jimchapin.com or the other Jimchapin.com sites or do anything that may interrupt or impair their functionality or the "look and feel" of the material available;
- to be entirely responsible for and maintain the confidentiality of your password (if we give you one) and notify us immediately of any unauthorised use of your password or other security breach which you become aware of;
- not to publish, post, disseminate, distribute or otherwise transmit any defamatory, offensive, infringing, obscene, indecent or otherwise unlawful or objectionable material or information through Jimchapin.com or the other Jimchapin.com sites nor use Jimchapin.com or the other Jimchapin.com sites for any chain letters, junk mail, 'spamming' material or any other form of bulk communication or otherwise cause any liability for us or any other Jimchapin.com company;
- not to threaten, harass, stalk, abuse, disrupt or otherwise violate the rights of others, including rights of publicity and privacy;
- make any unauthorised, false or fraudulent booking or request for services or make order;
- that you shall only access the site as permitted by us and shall not attempt at any time to circumvent our system security or access any underlying software code;
- use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of Jimchapin.com or the other Jimchapin.com sites including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;
- obtain or attempt to obtain unauthorised access, via whatever means, to any of Jimchapin.com or the other Jimchapin.com sites or computer networks
- Any communication or material transmitted by you to Jimchapin.com by mail or otherwise will be treated as non-confidential and non-proprietary. Anything you transmit or post may be used by us or other Jimchapin.com companies for any purpose and you agree to waive any moral rights which you may have. You also permit any other user of the website to access, display, view, store and reproduce such material for personal use.
- If for any reason we are held responsible for loss or damage or other costs incurred by a third party as a result of any use or conduct by you on the Jimchapin.com website or any breach of these terms by you, you shall be responsible to us and will reimburse our costs, damages and expenses that are suffered or incurred by the third party and/or Jimchapin.com and its parent companies, subsidiaries, affiliates and their respective officers, directors, employees, owners and licensors.

WHAT HAPPENS IF YOU BREACH THESE TERMS AND CONDITIONS?

In the event that we consider or determine, in our absolute discretion, that you have breached, violated or contravened these terms or have otherwise demonstrated inappropriate conduct in the use of the Jimchapin.com website or the other Jimchapin.com sites, we reserve the absolute right to:

- warn you via e-mail that you have violated these terms and ask you to discontinue such conduct;
- delete any material or content which you post to the open areas of Jimchapin.com ;
- discontinue your membership of Jimchapin.com and/or any other related subscriptions to additional services or the services offered by Jimchapin.com or the other Jimchapin.com sites; and
- take measures (including terminating, suspending or restricting your use of Jimchapin.com) to prevent you from using Jimchapin.com or the other Jimchapin.com sites or linking to Jimchapin.com.

OUR LIABILITY TO YOU

In the unlikely event that if, as a result of our negligence, we do anything which causes death or personal injury then we cannot exclude our liability to you.

Everything on the Jimchapin.com website and the other related Jimchapin.com sites is provided to you "as is" and "as available" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of satisfactory quality, fitness for a particular purpose or non-infringement. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. You should check your local laws for any restrictions of limitations regarding the exclusion of implied warranties.

You accept that your use of and browsing of the Jimchapin.com site is at your own risk. Jimchapin.com is not responsible for and shall not be liable for any damage to or viruses that may infect your computer equipment or other property on account of

your access to, use of, or browsing or your downloading of any materials, data, text, images, video or audio from the Jimchapin.com website.

We cannot be held responsible for any loss, claim, damage, or any indirect, incidental or consequential damages of any kind (including but not limited to lost profits or lost savings or the cost of buying substitute goods or services or the loss or corruption of data) whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with:

- your access to, or use of, or inability to access or use the Jimchapin.com website or any other related Jimchapin.com websites or any linked site or content found on those sites
- any failure or delay relating to the use of or inability to use the Jimchapin.com website
- the goods or services purchased through the website or transactions entered into through the site
- any unauthorized access to or alteration of your transmissions or data
- the performance or non-performance of any services by Jimchapin.com or any of the other Jimchapin.com companies
- any information, software, products, services and related graphics obtained through Jimchapin.com or the other Jimchapin.com sites

While we use reasonable efforts to include accurate and up to date information on the site, we make no warranties or representations as to its accuracy or completeness. We are not responsible for any errors or omissions or for the results obtained from the use of such information. The information is provided with the understanding that the information does not constitute any form of advice, recommendation or arrangement by Jimchapin.com or any other party involved in the site and is not intended to be relied upon by users in making (or refraining from making) any decisions based on such information. You must make your own decisions on whether or not to rely on any information posted on the Jimchapin.com website.

While we take all reasonable steps to ensure a fast and reliable service we will not be held responsible for the security of the site or for any disruption of Jimchapin.com however caused, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system. You will remain responsible and liable for material you upload on to or access from Jimchapin.com.

Your statutory rights remain unaffected.

LINKS TO OTHER SITES

We may provide links to other web sites, resources, advertisements or sponsorships either directly or through our contractual partners. Jimchapin.com accepts no responsibility for these links and we do not endorse the contents of these sites. If you decide to access other websites, you do so at your own risk. Any dealings you have with third parties via Jimchapin.com or the other Jimchapin.com sites are your responsibility. Should a dispute arise between you and any third party due to your use of Jimchapin.com or the other Jimchapin.com sites we will do our best to assist its resolution but will not be responsible for any loss or damage suffered as a result.

You agree that we shall not be responsible or liable in any way for the content, advertising or products or services available from such sites, the quality, functionality, suitability or legality of such sites or for any dealings that you may have, or the consequences of such dealings, with such third party site operators.

You may only link to the Jimchapin.com website with our express written permission. We expressly reserve the right to withdraw our consent at any time to a link which we think is inappropriate.

INTELLECTUAL PROPERTY RIGHTS

Any and all copyright, trade mark rights, database rights, patent rights and any other intellectual property rights in the content, software, data and information including the organisation and layout of the Jimchapin.com website and the underlying software code published on or relating to the site is owned by us or our suppliers. None of the content, software, data or information found on the Jimchapin.com website may be reproduced, republished, distributed, posted, sold, transferred, linked to or modified without the express written permission of Jimchapin.com. In addition, the trade marks, logos and service marks displayed on Jimchapin.com ("the Jimchapin.com Marks") are registered in the UK and the majority of countries throughout the world by Jimchapin.com Enterprises Limited and may not be used without Jimchapin.com Enterprises Limited's written permission.

You agree that the content, software, data and information contained in or otherwise made available through our site or the other Jimchapin.com sites and any information provided by Jimchapin.com is for your personal use only and may not be used for commercial purposes or distributed commercially without the permission of Jimchapin.com. You may not copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on Jimchapin.com or the underlying software code whether in whole or in part.

All intellectual property rights, including without limitation copyright, in content provided to you by us on the site, is owned by us (or is expressly licensed to us). You may only make a copy of this content for your personal non-commercial use provided that you retain all copyright and other proprietary notices contained in the materials and you agree not to modify, reproduce, republish, upload, post, distribute or otherwise transmit or use the content provided by us in any way without our prior written consent.

CHANGES TO THESE RULES

We may make improvements or changes to the information, services, products and other materials on the Jimchapin.com website or the other Jimchapin.com sites at any time without notice. We may also modify these terms and conditions at any time, and such modification shall be effective immediately upon posting on Jimchapin.com. Where possible we will notify you by email of any changes which we may make, otherwise continuing to use the website following such changes constitutes your acceptance of these changes and you should therefore periodically visit this page to review the current version.

PRIVACY

We have a separate policy dealing with your privacy rights. Please click [here](#) to find out what information we collect, how we use it and when we may pass your personal information to third parties.

SECURITY STATEMENT

For further information on how we keep your personal information and credit card details secure please see our Security Statement by clicking [here](#).

GENERAL

These terms and conditions contain all the terms of your agreement with us relating to your use of Jimchapin.com. No other written or oral statement (including statements in any brochure or promotional literature published by us) will be incorporated.

In the event that any of these terms is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining terms.