

General Terms

1. Scope & Application

- 1.1 We are Norman Cornish Ltd, whose company number is 09269554, and whose registered address is Portland House, Belmont Business Park, Durham, DH1 1TW ("We", "Us", "Our", "NC Ltd").
- 1.2 This agreement forms the contract ("Agreement") governing the supply of Our products and services ("Service(s)", "Supply", "Product(s)") as shown on normancornish.com (the "Site"), or as shown at any other official NC Ltd offering location where NC Ltd is the offering party ("Offering Location"), Our Products and Services being shown at Our discretion and from time to time.
- 1.3 This Agreement applies to You in relation to all offers ("Offers") made by Us and to all orders ("Orders") placed by you (the "Customer", "Client", "You" and "Yours"), whether through the Site or at an Offering Location.
- 1.4 We reserve the right to refuse or cancel any order and in any such event any funds received by Us from You in relation to that order shall be refunded.
- 1.5 This agreement supersedes and replaces all previous terms and conditions relating to the Supply.
- 1.6 Each party acknowledges and agrees that in entering into this Agreement and the documents referred to in them, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 1.7 No person who is not a party to this Agreement is intended to receive a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

2. Returns, Refunds & Exchanges

- 2.1 In the event of You receiving an incorrect or damaged Product, You should send details of the issue to NC Ltd via the enquiries page on the Site, where appropriate action will be considered.
- 2.2 Once an order has been placed, it is not possible to cancel, and no returns other than as described in clause 2.1 or exchanges are accepted or possible.

- 2.3 Should We decide that a refund is appropriate, the fees will be credited to the same card used in the purchase.

3. Liabilities

- 3.1 We accept no liability for any or all losses or damages incurred directly or indirectly by You as a result of the timing or accuracy or quality of any and all deliveries of Products and/or Services made by Us to You.
- 3.2 In the event that We fail to comply with this Agreement, We shall only be liable to You to a maximum value of the purchase price of the Product(s), providing that price has been paid.

4. Risk, Ownership, Title, Licence & Copyright

- 4.1 Risk for the Product will transfer to You at the point of delivery.
- 4.2 Ownership of the Product will transfer to You upon receipt of the required payment.
- 4.3 Should you transfer ownership to a third party, You may do so, however You must make the new owner aware of clause 4.4 of this Agreement.
- 4.4 The copyright for the Product(s) will remain the sole property of NC Ltd and nothing in this Agreement grants You licence or title to copy, reproduce or distribute reproductions of the Product(s) whatsoever. In the case of a copyright dispute, You agree that an interim injunction preventing any further use, reproduction or distribution of the Product(s) by You shall be a suitable measure whilst waiting for a Court to rule on the copyright dispute.

5. Data Protection

- 5.1 You consent to Us using Your personal data (such as name, contact details and any other information which personally identifies the Client) in accordance with our Privacy Policy.

6. Waiver

- 6.1 Failure or delay by Us in enforcing or partially enforcing any provision of this Agreement is not a waiver by Us of any of Our rights.
- 6.2 Any waiver by Us of any breach by You is not a waiver of any subsequent breach.

7. Supply and Pricing of Services

- 7.1 We reserve the right to use whoever We feel appropriate at the time for third party services.
- 7.2 We reserve the right to alter the prices as necessary without prior notice and without affecting existing contractual pricing Agreements.
- 7.3 We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in Our advertisements, no warranty is given as to accuracy and no responsibility will be accepted for error or misrepresentation and any resulting loss.
- 7.4 Orders from outside of the UK may be subject to Import Tax or Duty. You are solely responsible for making any such payments and should liaise with your local Customs Office for guidance.

8. Alteration of Terms

- 8.1 No variation can be made to this Agreement by the Client without the written agreement of NC Ltd.
- 8.2 NC Ltd may alter these terms at any time and without notice to You.

9. Force Majeure

- 9.1 Neither party will be liable to the other for any delay or non-performance of the other party's obligations under this Agreement arising from any cause or causes beyond its reasonable control.

10. Survivorship

- 10.1 All clauses of this agreement intended by their nature to survive termination shall survive the termination of this Agreement.

11. Severability

- 11.1 The various provisions and sub-provisions of this Agreement are severable and if any provision or identifiable part of it is held to be unenforceable by any Court of competent jurisdiction then such unenforceability shall not affect the enforceability of the remainder of this Agreement.

12. Governing Law

- 12.1 This Agreement and any other contract between NC Ltd and the Client are subject to English Law and the exclusive jurisdiction of the English Courts.