



Terms and Conditions

This document tells you the terms and conditions on which we supply the service listed on our website www.kingsnqueens.co.uk ("our site") to you. Please read these terms and conditions carefully before buying any products from our site.

You should understand that by ordering any of our products, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

These terms and conditions do not affect your statutory rights as a consumer.

Orders

Your order to buy on our site constitutes an offer, which can then be accepted by The King's & Queen's Club by the dispatch of the products ordered (a "Sale" or "Purchase").

Damaged Goods

The King's & Queen's Club will make every effort to ensure that products arrive in good condition. However, in the unlikely event of a product arriving damaged, customers should contact us as above within 5 days of receipt of the product and return it within 10 days for a replacement to be sent. Books may only be returned if the condition is unsatisfactory due to damage in the post.

Price and Payment

Payment is by bank transfer only, and is for an academic year of the service (i.e. 10 months).

Risk and Title

The products will be at your risk from after the time of delivery. Ownership of the products will only pass to a school when we receive full payment of all sums due in respect of the products.

Transaction Security

We use our partner bank to provide a secure payment gateway to accept your credit card details and process your payment.

The bank will never share your credit card details with us, only the outcome of the transaction so that we can start processing your order.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- Strikes, lock-outs or other industrial action;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunications networks;
- The acts, decrees, legislation, regulations or restrictions of any government

Our performance under any Sale is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these terms and conditions may be performed despite the Force Majeure Event.

Privacy Statement

Your privacy is extremely important to us. We will only use the information we collect about you in accordance with the Data Protection Act of 1998.

Personal information is primarily collected in order to process an order you may place on the site, but may also be stored in order that we provide you with information that you have specifically requested, for example, on offers or promotions. We also need your contact details in order to provide you with the best possible service, to inform you if an item is out of stock or to update you on the status of an order.

We will not email you or otherwise contact you beyond the service we provide for an order you have placed unless you have chosen to opt in to the marketing communication we provide.

We do not sell, rent or otherwise make available to third parties any personal information you may submit during a visit to our site.

Any child or young person under the age of 16 is advised to get the permission of a parent or guardian before submitting any personal data to our site. We do not collect or store any information from those individuals we know to be under 16.

Our right to vary these Terms and Conditions

We have the right to revise and amend these terms and conditions 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.

You will be subject to the policies or terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before you make an offer to purchase a Product.

Cookies

We may use technology such as “cookies” to track traffic patterns through the site by assigning a “User ID” to your browser. These cannot be used to identify any specific user but they can be used to identify your computer. Unless you tell us we will never know who you are, even if a cookie is assigned to your browser. You should be able to modify your browser settings if you do not wish your computer to be identified in this way, however, if you do disable cookies you may not be able to make use of all the features on our site.

Ownership and Intellectual Property Rights

The trademarks, copyright and all other intellectual property rights in or relating to The King’s & Queen’s Club are and shall remain the property of The King’s & Queen’s Club or, in the case of third party content, its licensors. You shall not use, borrow, remove or alter any trademarks, copyright symbol, or any other information, identification or symbol relating to the authorship or ownership of any of the data belonging to The King’s & Queen’s Club.

Links on our site may lead to other websites. We accept no responsibility for the content, accuracy or function of such websites nor do we endorse the contents of such sites.

Severability

If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

Entire Agreement

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Sale and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Sale, neither of us has relied on any representation, undertaking or promise given by the other or be implied

from anything said or written in negotiations between us prior to such sale except as expressly stated in these terms and conditions.

Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any sale (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

