

Terms of use

Terms and Conditions

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By accessing or using our Site in any way, you agree to be bound by the provisions set out below. If you do not agree to be bound in this way, do not continue to access or use our Site. We may modify these provisions at any time. Any such modifications are effective immediately from the time they are included on our Site. You agree to review these provisions regularly to ensure you become aware of any modifications to them.

You can contact us on:

Order enquiries, tracking and returns: web@historywm.com

Customer Service, general enquiries and distribution queries: web@historywm.com

Eligibility to purchase

To be eligible to purchase goods on this Site and to lawfully enter into and form contracts on this Site under English law you must: (a) be aged 18 or older; and (b) register on the Site; and (c) be the holder of a valid debit/credit card.

Language

The official language of this site and any contract between us is English.

Prices

All prices indicated for products available via the Site are inclusive of VAT (where

applicable) at the current rates and are exclusive of delivery charges. The total cost of your order is the price of the products ordered and delivery charges as set out in the Delivery section of the Site.

Product Descriptions

We will take all reasonable care to ensure that all details, descriptions, images and prices of products appearing on the Site are correct at the time when the relevant information was entered onto the system; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colours or other content available on the Site are accurate, complete, reliable, current, or error-free. Although we aim to keep the Site as up to date as possible, the information including product descriptions appearing on this Site at a particular time may not always reflect the product exactly at the moment you place an order. We cannot confirm the price of a product until your order is accepted in accordance with our order acceptance policy (below).

Purchases

The products and services available on the Site and any samples of them that we may provide to you, are for personal use only. You may not sell or resell any of the products that you purchase or otherwise receive from us. Please note that samples are subject to availability. We reserve the right, with or without notice, to cancel or reduce the quantity of any orders that we believe, in our sole discretion, may result in the violation of our Terms and Conditions.

Placing an Order and Order Acceptance

You will be guided through the process of placing an order by a series of simple instructions on the Site. You will be offered the opportunity to review your proposed order and confirm or correct it prior to finally placing your order. You place your order request for goods from our Site by clicking on the Submit button at the end of the on-line order process. Once you have placed your order, we will send to you an email

acknowledgement providing you with the details and value of your order, which has been debited to your credit/debit card. This is not an order acceptance from us. Unless we have notified you that we do not accept your order or you have cancelled your order by contacting us prior to dispatch, our acceptance of your order and the completion of the contract between you and us will take place when we have dispatched the goods ordered by you. To cancel your order after it has been dispatched to you, you will need to follow the Returns Procedure on our website.

If you require a VAT invoice or if you require any information regarding your order(s) please contact us.

We may not accept your order if an item you have ordered is out of stock, we are unable to obtain authorisation for your payment, we suspect fraudulent activity or violation of these Terms and Conditions (including our Privacy Policy) or if we identify a product or pricing error. If we are unable to fulfil your order following our order acknowledgement, we will contact you by email advising you of this.

Payment

You may pay using any of the methods specified in the Payment section of the checkout. You confirm that the payment method, credit or debit card that is being used is yours or that you are otherwise authorised to use them. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses or does not, for any reason, authorise payment to us, whether in advance or subsequent to a payment, we will not be liable for any delay or non-delivery.

Title to Goods

We will retain the legal ownership of the goods until full payment has been made by you and such payment has been received by us. Legal ownership of the goods will

immediately revert to us if we refund any such payment to you.

Risk of Loss

Risk of the goods will pass to you upon delivery to you.

Delivery

We will deliver the goods in accordance with the delivery option selected by you during the order process. Any delivery timescales quoted to you are indicative only. Orders may be delivered in one or more parts. We do not accept any liability whatsoever for delayed delivery caused by any third party which will include postal or delivery services.

Acceptance of Goods

Upon receipt, you must inspect the goods. You will be deemed to have accepted the goods unless you notify us that you have cancelled the order and/or you return the goods to us in accordance with the information on delivery note. If no such action is taken, we shall not be obliged to accept any rejection of the goods at a later date.

Your statutory rights are not affected.

Providing that you notify us of your intention to return items within 14 days of receipt, you may return re-saleable items within 28 days of receipt at your own cost for a refund of the original cost from us. If you have not received the entire order as detailed in the order confirmation email sent to you when an order is received, please contact us at [**web@historywm.com**](mailto:web@historywm.com)

Permitted Use

Subject to what is said below, material from the Site may be downloaded, viewed, listened-to, printed, copied on the hard disk of your computer (but not photocopied) and used for: your own personal, non-commercial purposes; internal business

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Restrictions

You agree that you will not use the Site:

- for the posting, uploading, emailing or other transmission of any material which infringes the rights of any person or which is unlawful in any other respect;
- in any way which is abusive, defamatory or obscene or which will harass, distress or inconvenience any person or which might restrict or inhibit the use and enjoyment of the Site by any person;
- in any way which will compromise the privacy or data protection rights of any person;
- for the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation or commercial exploitation;
- for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment;
- to create a database (electronic or otherwise) that includes material downloaded from the Site;
- to transmit or re-circulate any material obtained from the Site to any third party;
or
- in any way that might bring West Midlands History or any of its related companies or employees into disrepute.

Registration

This Section shall apply where you register with West Midlands History for use of the Site or for access to printed publications.

You agree to provide true, accurate, current and complete information about yourself as requested by West Midlands History in the registration form ("Registration Information"). You agree to maintain and promptly update the Registration Information to keep it true, accurate, current and complete. You agree to keep any password for your access to the Site confidential and agree not to permit anyone else to have access to it. Furthermore, you agree to be fully responsible for all activities that occur under your password.

You agree to immediately notify West Midlands History of any unauthorised use of your password.

Removal of material and cancellation of access to the Site

West Midlands History shall have the right to cancel your registration and/or refuse you access to the Site at any time and for any reason without giving you any advance notice and West Midlands History shall not be liable for any losses or damages whatsoever (other than losses or damages for death or physical injury arising out of the negligence of West Midlands History or its employees or liability for fraud) arising from your inability to access any of the pages on the Site.

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West Midlands History will not view or edit or pre-screen any contribution that you or anyone else make to the interactive pages of the Site and therefore, unless West Midlands History is specifically notified of the nature of any item of content, you cannot assume that they are responsible for having made it available on the Site.

West Midlands History shall have the right (but not the obligation) to refuse or remove any content that is posted to, or made available on, the forums or the website without the need to give any reasons for doing so.

If you object to the publication of any material placed on the Site please let West Midlands History know by calling +44 (0) 1789 766098 or by sending an appropriately worded email to web@historywm.com and they will take whatever action they deem appropriate.

Rights Clearances

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Whilst every effort has been taken to ensure the accuracy of the information provided by West Midlands History and its employees in these pages, the contents of the Site reflect the opinions of the writers, they do not necessarily reflect the views and opinions of West Midlands History or any of its brands, they are personal to the writer and are naturally subject to change from time to time. It is the responsibility of users to check the accuracy of relevant facts and take appropriate professional advice before entering into any commitment based upon them.

West Midlands History cannot guarantee that your use of the Site will be free from error and/or uninterrupted. West Midlands History, its directors, its employees and its representatives exclude, in so far as it is legally possible, all liability and responsibility for any damages (other than liability for death or physical injury arising out of the negligence of West Midlands History or its officers) including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortious action, arising out of, or in connection with, any information on the Site or any other Internet sites or the use thereof.

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Some of the pages on the Site include links to external websites. These links are included to give users the opportunity to access other pages that it is felt may be of assistance to them.

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We shall have no liability to you for any loss or damage you may suffer if you enter into any contract as a result of viewing a third party web site linked to our Site.

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The Internet is not a secure medium and privacy cannot be assured. We cannot accept any responsibility for any harm or damage you may experience or incur by sending personal or confidential information to us over the Internet or if we send you such information at your request.

If you choose to give us personal information via the Internet we may need to correspond with you, for example, to let you know how we will use such information. If you inform us that you do not wish to have this information used as a basis for further contact with you then we will respect your wishes. Please see our **Privacy Policy** for further details.

Encryption

Please note that any e-mail sent to or from us via this Site and any attachments will not be encrypted. They may therefore be liable to be compromised. This is an inherent risk in relation to e-mail.

We do not, to the extent permitted by law, accept any liability (whether in contract, negligence or otherwise) for any external compromise of security and/or confidentiality in relation to transmissions sent by e-mail.

Viruses

Please note that viruses and similar destructive programs are an inherent risk of communication via the Internet.

We will use our reasonable endeavours to prevent contamination of any material sent to you with any virus or similar destructive code.

Whilst effort has been taken to ensure that the pages of the Site are free from viruses, West Midlands History gives no warranties that they are indeed free from viruses and users are responsible for ensuring that they have installed adequate virus checking software.

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- (a) the pages on the Site or any other Internet sites; or
- (b) any material downloaded from the Site or any other Internet sites.

It is your responsibility to scan what you choose to download from our Site to ensure that it is free of such items as viruses, worms, trojan horses and other similar destructive code.

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If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable, it shall be severed and deleted from the terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

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West Midlands History Limited

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