**Terms & Conditions**

**Website Terms & Conditions of Use**(Terms & Conditions)

The following are standard legal notices which govern the use of the tradePIp! website and should be read before using the Site.

tradePip! Website (Site)
Products or services sold or provided by tradePip! (Goods)

This website is owned and operated by tradePip! This page (together with the documents referred to on it) tells you the Terms & Conditions of use on which you may make use of our website to browse, place orders or request brochures and other information from tradePip! whether as a guest or a registered user.

Please read these Terms & Conditions carefully before you start to use the Site. By using our Site you indicate that you accept these Terms & Conditions and that you agree to abide by them. If you do not agree to these Terms & Conditions, please refrain from using our Site

**1. Application & Termination**

**1.1**By accessing this Site you are agreeing to be bound by these Terms & Conditions, along with all applicable laws and regulations. If you do not agree to be bound by any of these Terms & Conditions, then please do not use this Site.

**1.2**These Terms & Conditions apply to you upon your accessing this Site.

**1.3**These Terms & Conditions may be changed or terminated by tradePip! without prior notice, for any reason and at any time. You agree that tradePip! has no obligation to inform you of these changes and that it is your responsibility to establish whether the Terms & Conditions have been so changed. If you disagree with any changes then you must stop using this Site immediately.

**1.4**The provisions in these Terms & Conditions relating to disclaimer, copyright, trademarks, limitation of liability, indemnity, hypertext links, severance, terms and conditions for sale of goods and law and jurisdiction shall survive any termination.

**2. Disclaimer**

**2.1**Without prejudice to the statutory rights afforded to purchasers of products, the information and materials contained on this Site, including, without limitation, text, graphics and links, are provided on an ‘as is’ and ‘as available’ basis with no warranty and, in particular, tradePip! does not represent or warrant that the information accessible via this Site is accurate, complete or current, or that use of the Site is free of risk of viruses or other damage.

**2.2**Price and availability information is subject to change without notice.

**2.3**Products purchased from tradePip!, and related services which are provided by tradePip! are warranted in accordance with law and nothing herein is to be taken to exclude or restrict any rights which applicable law grants to consumers in respect of such products or services. Individual products may be the subject of additional warranties or guarantees given by their manufacturers directly. Such warranties or guarantees are not enforceable against tradePip! but only against the manufacturer giving them.

**2.4          tradePip!** is a distributor and experts in the field of heating, plumbing or bathroom installation. All tradePip! staff are instructed not to give any form of technical advice of something or a product they are not familiar with. If you have a technical query, we cannot provide an answer for it should be directed to a suitably qualified professional i.e. a Gas Safe registered gas installer or a member of the Institute of Plumbing. You agree that any advice given by a member of tradePip! staff will not be relied upon without verification with a suitably qualified professional. tradePip! accepts no responsibility for any damage caused by your reliance on any such advice not provide by tradePip!

**2.5**The stock shown on this Site for each item is updated daily so should be used as a guide only and it does not guarantee that stock can be allocated to an order. Whilst tradePip! will make every effort to ensure the Products shown are accurate, we cannot be held liable for any errors that may occur from time to time regarding stock availability. Direct customers will be advised of any shortages by our sales team.

**3. Copyright**

**3.1**All copyright, trademarks and other intellectual property rights in the material or content of this Site shall remain always vested in tradePip! or its licensors and working partners.

**3.2**The content of this Site is made available to you for the exclusive purposes of displaying to you a selection of the products available from tradePip! and to give you the opportunity to provide us with contact details so that tradePip! is able to contact you or send you further information.

**3.3**You may only download the content of this Site in the furtherance of the purposes in the point above and to aid you in the viewing of products available from tradePip!. Any other use of the content of this Site is strictly prohibited.

**3.4**You may not, either solely or jointly, with or on behalf of any other third party, directly or indirectly copy, reproduce, transmit, distribute, publish, display, commercially exploit or create derivative works of the content of this Site.

**3.5**You may not change in any way any proprietary notices from material downloaded from this Site for your non-commercial personal use.

**3.6**By the act of posting materials on this Site you grant tradePip! and any licensors or partners an irrevocable, perpetual, royalty free worldwide licence to use the said materials in any manner which tradePip! sees fit. The licence will include broadcasting, editing, copying, distributing and otherwise transmitting the material.

**4. Trademarks**

**4.1**The trademarks, logos and service marks used and displayed on this site are, unless otherwise specified, the trademarks of tradePip! No rights are granted to use any of them without the written permission of tradePip!

**5. Limitation of Liability**

**5.1**Each of the sub clauses in Clause 5 is to be treated as separate or independent.

**5.2**Nothing in Clause 5 shall be deemed to exclude or restrict tradePip!’ liability for death or personal injury resulting from negligence, any breach of the Consumer Protection Act 1987 or for any matter for which it would be illegal for tradePip! to exclude or to attempt to exclude liability.

**5.3          tradePip!** for other loss and damage resulting from negligence shall be restricted to the value of the Goods which caused the damage.

**5.4**The description of the Goods contained on this Site is deemed to be exhaustive. The measurements, dimensions, weights and shades contained on the Site are an approximate guide only and do not constitute part of the description of the Goods, nor do they constitute representations by tradePip!.

**5.5**You acknowledge that the Site is subject to change at the discretion of tradePip! and that you will not rely upon the information contained therein.

**5.6**You agree to inform tradePip! in writing, either before or at the time of placing an order with tradePip! of any particular purpose for which the goods are being purchased. In the absence of such written notification tradePip! is deemed not to have notice, whether express or implied, of such purpose.

**5.7**Save as expressly stated herein, all Warranties and Conditions, whether expressed or implied by statute (including in particular Section 13, 14 and 15 of the Sale of Goods Act 1979), usage, trade custom or otherwise relating to the quality or nature of the Goods or their life, wear or fitness for any particular purpose or use under any specific conditions are hereby expressly excluded.

**5.8**You agree that you will not make any representation regarding the quality, safety or performance of the Goods to third party purchasers unless such representations are specifically made to you by tradePip! in writing.

**5.9**You warrant that you will not make or allow any third party to make modifications or alterations to the Goods other than in accordance with tradePip!’ specific written instructions.

**5.10**You will indemnify tradePip! against any liability suffered by tradePip! attributable to an act or omission by you or one of your agents.

**5.11**In the event that tradePip! is threatened with or involved in any legal action, whether civil or criminal, (‘The Action’), concerning Goods supplied to you by tradePip!

**5.11.1**you will, on receipt of a written demand from tradePip!, make any of the Goods available to tradePip! for inspections at such times as tradePip! may reasonably request and deliver to tradePip! copies of all documents in your custody, possession or control relating to the Goods concerned which are relevant to The Action.

**5.11.2**you will assist tradePip! in avoiding or defending the action, or minimising the damage resulting from the action, including but not limited to tracing the ultimate purchasers of the Goods and hereby irrevocably appointing tradePip! as attorney for the purpose of exercising, for and on your behalf, all of your legal rights against handlers, carriers, warehouses, purchasers and other parties who had contact with the Goods.

**5.12**Subject to Clause 5.2 tradePip! shall not be liable for any consequential or indirect loss suffered by you whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from tradePip!’ negligence), whether expressed or implied.

**5.13       tradePip!**’ total liability for all claims arising out of any one contract shall not exceed the contract price.

**5.14**Any products purchased from a tradePip! Trader or stockist as 'ex-display' is not classed as a new item, is not in new condition and cannot be guaranteed by tradePip! to be fit for purpose. Due to this factor, we do not offer our standard warranties and/or guarantee on it.

**6. Hypertext Links**

**6.1          tradePip!** may provide a link from its own Site to other websites. However, you agree that tradePip! has no control over these Hypertext Links or third-party website content (or any other third-party link or website) and that you use these links entirely at your own risk.

**6.2          tradePip!** has no responsibility or liability for the content or any policies of any Hypertext Links or third-party website content (or any other third-party link or website) as mentioned in the point above.

**7. Use of the Site**

**7.1**Where this Site contains bulletin boards, chat rooms or other message or communication facilities (collectively ‘Forums’), you agree to use the Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, you agree that when using a Forum, you shall not do any of the following:

**7.1.1**defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

**7.1.2**publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.

**7.1.3**upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights there to or have received all necessary consents.

**7.1.4**upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another’s computer.

**7.1.5**delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.

**7.1.6**falsify the origin or source of software or other material contained in a file that is uploaded.

**7.1.7**advertise or offer to sell any goods or services, other than if it has been agreed by tradePip! in writing in advance.

**7.1.8**conduct or forward surveys, contests or chain letters.

**7.1.9**download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner. You acknowledge that all Forums are public and not private communications. Further, you acknowledge that chats, postings, conferences and other communications by other users are not endorsed by tradePip! and such communications shall not be considered reviewed, screened or approved by tradePip! and tradePip! reserves the right, for any reason, to remove without notice any contents of the Forums received from users including, without limitation, bulletin board postings. tradePip! reserves the right to deny, in its sole discretion, any user access to this Site or any portion thereof without notice.

**7.2**If you create, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We reserve the right to disable any such information at any time if, in our opinion, you are deemed to have failed to comply with any of the provisions of these Terms & Conditions.

**8. Indemnity**

**8.1**You agree to keep tradePip! indemnified against all actions, claims, costs, expenses (including all legal costs) and damages brought against or suffered by tradePip! arising out of any breach of these terms and conditions or any activity relating to your use of the Site (including negligent or wrongful conduct) by you or any other person accessing the Site using your name or any other name with which you have registered under this Site.

**9. Persons under the age of 18**

**9.1**If you are under 18 years of age you agree that you have had your parents’ permission to send any information to us about yourself or anyone else over the internet.

**9.2          tradePip!** makes no representations or warranties to the effect that the contents of this Site are suitable for people under the age of 18.

**10. Severance**

**10.1**If any of these terms and conditions shall, in whole or in part, be held to any extent to be illegal or unenforceable under any enactment or rule of law such provision shall, to the extent required, be severed from the Terms & Conditions and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not in any way affect any other circumstances or the validity or enforcement of these Terms & Conditions.

**11. Law and Jurisdiction**

**11.1**These Terms & Conditions shall be governed by and construed in all respects in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings which may arise out of or in connection with these Terms & Conditions, provided that tradePip! has the right, at its sole discretion, to commence and pursue proceedings in any other jurisdiction or jurisdictions whether concurrently or not.