BRANDAND LIMITED STANDARD TERMS AND CONDITIONS OF SALE

This page (together with the Terms of Use and the Privacy Policy) gives You information about Brandand and the Conditions on which Brandand sells any of the Goods listed on the Website to You.

These Conditions will apply to any Contract between Brandand for the sale of Goods to You. Please read these Conditions carefully and make sure that You understand them before ordering any Goods from the Website. Please note that by ordering any Goods, You agree to be bound by these Conditions and the other documents expressly referred to in them.

Please click on the button marked "I agree that I have read and accept the terms and conditions of sale" during the online order process if You accept them. If You refuse to accept these Conditions, You will not be able to order any Goods from the Website.

You should print a copy of these Conditions for future reference.

Brandand may amend these Conditions from time to time. Every time You wish to order Goods, please check these Conditions to ensure You understand the terms which will apply at that time.

These Conditions, and any Contract between You and Brandand, are only in the English language.

1. DEFINITIONS AND CONTRACT FORMATION

Authorised Person	means a commercial manager or director of Brandand
Brandand	means Brandand Limited, registered in England and Wales under company number 5926637 whose registered office is at Unit 4, Chalker Way, Banbury Oxfordshire, OX16 4XD. Brandand's United Kingdom VAT number is GB273455588 Brandand's Polish VAT number is PL526335643
Conditions	mean the standard terms and conditions of sale set out in this document and any special conditions agreed in writing by You and Brandand
Contract	means any contract between You and Brandand for the purchase of Goods
Goods	means the merchandise that Brandand agrees to supply to You as set out on the Website
Incoterms	means Incoterms 2010
Privacy Policy	means the privacy policy set out in Schedule 2
Website	means www.brandand.co.uk (or such other site on which these terms and conditions are shown by Brandand)
Working Day	means a day (not being a Saturday or Sunday or Bank Holiday) on which trading banks are generally open for business in the City of London
Terms of Use	means the terms of use set out in Schedule 1
You	means the person, firm or company who contracts to purchase Goods (and "Your" will be construed accordingly)

1.1. Unless there is a variation under Condition 1.3 below the Contract will be on these Conditions to the exclusion of any other terms and conditions (including any terms and conditions which You purport to apply under any purchase order, confirmation of order, specification or other document).

1.2. You warrant that You are ordering the Goods in the course of Your business and that You have authority to bind any business on whose behalf You use the Website to purchase Goods.

1.3. No variation to the Conditions shall be binding unless agreed in writing and signed by an Authorised Person.

1.4. These Conditions, and any credit agreement entered into between the parties, constitute the entire agreement between You and Brandand. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Brandand which is not set out in these Conditions or such credit agreement.

1.5. If there is an inconsistency between any of these Conditions and the provisions of any credit agreement entered into between the parties, the provisions of these Conditions shall prevail.

1.6. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7. Headings are for convenience only and shall not affect interpretation.

1.8. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa, references to any gender shall include all other genders and references to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality. References to the word “include” or “including” are to be construed without limitation.

2. CONTACTING BRANDAND

To contact Brandand, please see the “client support” section on the Website.

3. ORDERS

3.1. All orders placed by You must be made via the Website.

3.2. No order placed by You shall be deemed to be accepted by Brandand until the earlier of Brandand:

3.2.1. issuing a written acknowledgement of our acceptance of your order by email to You;

3.2.2. issuing a pro forma invoice via email to You; or

3.2.3. doing any act consistent with fulfilling the order.

3.3. You are responsible to Brandand for ensuring the adequacy and accuracy of the terms of Your order. The quantity and description of the Goods shall be those set out in Your order once accepted by Brandand. Brandand accepts no responsibility for any errors or omissions in Your order.

3.4. If any of the Goods ordered by You are not available for whatever reason Brandand will advise You of this as soon as reasonably practicable and if applicable will advise You of the estimated date that such Goods will be in stock. In such circumstances, Brandand will not accept or process Your order and, where applicable, will provide a refund of any sums paid by You.

3.5. Brandand reserves the right to, without notice to You, make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or EC requirement or which do not materially affect their quality or performance.

4. CANCELLATION OF ORDER

4.1. No order that has been accepted by Brandand may be cancelled except with the agreement in writing of an Authorised Person.

4.2. In the event that Brandand agrees that You may cancel an order in accordance with Condition 4.1 above You will indemnify Brandand from and against all costs and losses arising out of or in connection with the cancellation of the order.

5. DESCRIPTIONS

5.1. The descriptions and illustrations of the Goods on the Website do not form part of the Contract and are not binding on Brandand. Any such descriptions and illustrations of any Goods are by way of identification only and the Goods and any packaging may vary slightly from those on the Website.

5.2. Brandand is entitled to correct any typographical, clerical or other error or omission on the Website (including the price of Goods as set out in Condition 7.3) or any invoice, email or other document or information issued by it without any liability.

6. DELIVERY

6.1. Capitalised terms in this Condition 6 which are not otherwise defined will have the meaning set out in the Incoterms. In case of conflict between these Conditions and the Incoterms, these Conditions will prevail.

6.2. The Goods will, if requested in your order:

6.2.1. be available for collection "Ex Works" at Brandand's premises; or

6.2.2. be "Delivered At Place" to the address specified in Your order.

Please note that, notwithstanding Condition 6.2.2 above, if during the order process you have asked Brandand not to insure the Goods then they will be at your risk from the point at which they begin to be loaded by the relevant courier, haulier or other agent. Please see Condition 9.1 for further detail. You are advised to insure in this respect.

6.3. Any date or period quoted by Brandand for delivery of the Goods is given in good faith by way of estimate only. While Brandand will endeavour to deliver within the period stated, such date or period is not to be the essence of the Contract. If no dates are specified delivery will be within a reasonable period.

6.4. If delivery will be made at Your Premises, unless Brandand has agreed to the contrary, You must provide at Your expense adequate and appropriate equipment and manual labour for loading/unloading of the Goods on delivery. If in the reasonable opinion of Brandand these are not available Brandand reserves the right to refuse to deliver the Goods.

6.5. Where the Goods are to be delivered in instalments, each delivery constitutes a separate Contract under these Conditions. This means that failure by Brandand to deliver any one or more of the instalments in accordance with the Contract or any claim by You in respect of one or more instalments does not entitle You to treat the Contract as brought to an end as a whole.

6.6. It is Your responsibility (at Your own expense) to comply with any legislation or regulations governing the transportation and importation of the Goods (including without limitation the obtaining of relevant licences, registration permits and permissions), to pay any applicable duties, customs clearance costs and import costs (including without limitation VAT or any other sales taxes and/or import duties) and to supply (where Brandand has agreed to deliver to Your premises) all relevant details to Brandand of the delivery address.

6.7. The quantity of any consignment of Goods as recorded by Brandand upon despatch from Brandand's or Brandand's agent's place of business shall be conclusive evidence of the quantity received by You on delivery unless You can provide conclusive evidence proving the contrary.

6.8. **Brandand shall not be liable for any non-delivery of Goods (even if caused by Brandand's negligence) unless written notice is given to Brandand within 2 Working Days of the date when the Goods would in the ordinary course of events have been received and then any liability of Brandand shall be limited to replacing the Goods within a reasonable time. If You do not notify Brandand in accordance with this**

Condition You shall be deemed to have received the Goods and shall be bound to pay the price as if the Goods had been delivered.

6.9. It is Your responsibility to arrange for inspection of the Goods immediately on delivery and prior to signature of a delivery receipt, if required.

6.10. If You or Your carrier fail to take delivery of the Goods or fail to give Brandand adequate delivery instructions at the time stated for delivery then:

6.10.1. subject to any prior transfer of risk in accordance with Condition 9.1, risk of damage to or loss of the Goods will pass to You (including for loss or damage caused by Brandand's negligence) from that time;

6.10.2. the Goods will be deemed to have been delivered;

6.10.3. Brandand may store the Goods until actual delivery and charge You for all related costs (including insurance) of storage;

6.10.4. Brandand may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to You for the excess over the price under the Contract or charge You for any shortfall below the price under the Contract; and

6.10.5. without affecting to any other right or remedy available to Brandand, Brandand may cancel the Contract or suspend any further deliveries to You.

6.11. It is Your responsibility to comply with all relevant legislation and regulations with regard to any re-sale of the Goods by You in or outside of the UK.

6.12. **Brandand may affix marks (such as the green dot mark under the "green dot scheme") to the packaging of the Goods to comply with the European Parliament and Council Directive 94/62/EC in EU member states. As Brandand is not licensed to use such marks in each of the EU member states (other than the UK in which it is registered with a relevant scheme) You warrant and agree that You are registered with the relevant "green dot" scheme (or such other scheme as You have previously notified to Brandand in writing) for the recovery and recycling of packaging materials in the countries in which You sell the Goods.**

7. PRICE

7.1. The price for the Goods will be the price in pounds sterling (or the currency that Brandand otherwise agrees with You in writing) as set out on the Website from time to time.

7.2. The prices shown on the Website are exclusive of Value Added Tax (VAT). Additional charges such as import tariffs and levy's will be the responsibility of the customers, see clause 6.2 above for details.

7.3. The Website contains a large number of Goods. It is always possible that, despite Brandand's reasonable efforts, some of the Goods on the Website may be incorrectly priced. If Brandand discovers an error in the price of the Goods You have ordered it will inform You in writing of this error and will give You the option of continuing to purchase the Goods at the correct price or cancelling Your order. Brandand will not process Your order until it has Your instructions. If Brandand is unable to contact You using the contact details You provided during the order process, it will treat the order as cancelled and notify You in writing. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by You as a mispricing, Brandand does not have to provide the Goods to You at the incorrect (lower) price.

7.4. Brandand have appointed ALTO Tax Sp. z o.o. as Brandand's European VAT representative, registered in Poland under company number 0000601942, whose registered office is at Bitwy Warszawskiej, Business Center, Bitwy Warszawskiej 1920 r. 7, 02-366 Warsaw.

8. PAYMENT

8.1. Payment for the Goods is typically required in advance. Unless Brandand agrees that Your order will fall within Your credit account with Brandand then Brandand will not despatch Your order until payment has been received by it in full and cleared funds.

8.2. You may make payment under the Contract by:

8.2.1. bank wire transfer;

8.2.2. credit card (on the condition that You are authorised in relation to such credit card); or

8.2.3. subject to the terms and conditions of Your credit account with Brandand (including Your credit limit and payment terms) and Condition 8.3. This Condition 8.2.3 is only applicable where such an account has been expressly authorised for You in a separate agreement with Brandand.

Please note Brandand does not accept payment in cash or by cheque.

8.3. Each Contract with You which is to be paid for on credit pursuant to Condition 8.2.3 is:

8.3.1. subject to Brandand being satisfied with Your credit status both prior to and during the Contract. You agree that Brandand may carry out enquiries with a licensed credit reference agency before processing Your order. If Brandand in its absolute discretion is or becomes dissatisfied at any time with Your credit status Brandand may require You to pay for the Goods in full prior to delivery and may delay delivery until You have paid in full; and

8.3.2. due for payment in accordance with the terms of Your credit account with Brandand (with time for payment being of the essence).

8.4. If You fail to make payment prior to the Goods being despatched (or, if payment is being made in accordance with Your credit account, by the due date for payment under that account), then without prejudice to any other right or remedy available to Brandand, Brandand shall be entitled to exercise any or all of the following remedies with immediate effect:

8.4.1. to cancel the Contract whereupon You will indemnify Brandand from and against all costs and losses arising out of or in connection with the cancellation;

8.4.2. (where Brandand has not cancelled the Contract) to suspend Brandand's obligations under the Contract. In the case of such a suspension Brandand shall not be bound to deliver the Goods or any further Goods within the previously agreed timescale and reserves the right to allocate the Goods to other customers and to deliver the Goods to You a reasonable time after payment has been received in full;

8.4.3. to appropriate any payment made by You under this or any other contract as Brandand may think fit (notwithstanding any purported allocation by You); and

8.4.4. to charge You interest on, and any statutory late payment charges in relation to, any late payment (both before and after any judgement) on the amount unpaid under the Late Payment of Commercial Debts (Interest) Act 1998, until payment in full is made (interest to be payable on demand and to accrue daily on the basis of a year of 365 days) together with all costs and expenses incurred by Brandand in the collection of overdue monies.

8.5. If (for whatever reason) payment by You is not made in pounds sterling (or other currency agreed by Brandand in writing) then Brandand will convert the payment into sterling (or other currency agreed by Brandand in writing) at the rate of exchange prevailing at the bank used by Brandand from time to time. If the rates and cost of exchanging the currency together with any premiums commissions bank charges or other consequential costs incurred by Brandand

when deducted from the payment made by You result in Brandand receiving less than the full payment in pounds sterling (or other currency agreed by Brandand in writing) then You will pay the shortfall to Brandand upon demand.

8.6. In addition to the payments under the Contract You must pay to Brandand on demand all receiving bank charges that are charged to Brandand from time to time in respect of the Contract.

8.7. You will pay all amounts due under the Contract in full without any deduction or withholding except as required by law and You will not be entitled to assert any credit, set-off or counterclaim against Brandand in order to justify withholding payment of any such amount in whole or in part.

8.8. Brandand may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by You against any amount payable by Brandand to You.

8.9. If any payment to Brandand requires the deduction of any national or local taxes or charges then all payments to Brandand will be increased so that the payment actually received by Brandand is the equivalent of the original price.

9. RISK AND OWNERSHIP OF GOODS

9.1. Risk of damage to or loss of the Goods passes to You:

9.1.1. in the case of Goods to be collected from Brandand's premises; at the time when Brandand notifies You that the Goods are available for collection;

9.1.2. in the case of Goods to be delivered to You where Brandand has agreed to contract a courier or haulier to deliver the Goods to Your premises:

9.1.2.1. if You have stated in your order that You require Brandand to insure the Goods, at the time that the Goods begin to be unloaded at Your premises; or

9.1.2.2. if You have stated in your order that You do **not** require Brandand to insure the Goods, at the time that the Goods begin to be first loaded by any such courier or haulier (whether at Brandand's premises or otherwise);

9.1.3. in the case of Goods to be collected from anywhere other than Brandand's premises where You have agreed to collect the Goods or contracted a courier or haulier or other agent to collect the Goods; at the time the Goods begin to be loaded by You or Your courier, haulier or other agent from the premises at which the Goods are situated for collection; or

9.1.4. if it has not previously passed, and if You fail to pay for the Goods in accordance with any relevant credit account, at the time payment is due,

from which point Brandand shall have no further responsibility for loss, damage or deterioration to the Goods.

For the avoidance of doubt Conditions 9.1.2.2 and 9.1.3 means that Brandand will have no liability for any damage incurred from the time that the Goods begin to be loaded onto the relevant vehicle, You are advised to insure in this respect.

9.2. Notwithstanding delivery and the passing of risk in the Goods, ownership of the Goods will not pass to You until Brandand has received in cleared funds payment in full of:

9.2.1. the price of the Goods; and

9.2.2. all other sums due to Brandand by You on any account.

9.3. Until ownership of the Goods has passed to You, You must:

9.3.1. hold the Goods on a fiduciary basis as Brandand's bailee;

9.3.2. store the Goods (at no cost to Brandand) separately from all other goods stored by You or on Your behalf in such a way that they remain readily identifiable as Brandand's property;

9.3.3. maintain the Goods in satisfactory condition insured on Brandand's behalf for their full price against all risks to the reasonable satisfaction of Brandand. You shall, on request, produce evidence of any relevant policy of insurance to Brandand; and

9.3.4. hold the proceeds of the insurance referred to in Condition 9.3.3 on trust for Brandand and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

9.4. You may resell the Goods before ownership has passed to You only on the following conditions:

9.4.1. any sale shall be effected in the ordinary course of Your business at full market value; and

9.4.2. any such sale shall be a sale of Brandand's property on Your own behalf and You shall deal as principal when making such a sale.

9.5. You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain Brandand's property, but if You do so all moneys owing by You to Brandand shall (without affecting to any other right or remedy of Brandand) immediately become due and payable.

9.6. Your right to possession of the Goods shall terminate immediately if any of the events specified in Condition 13.1.1 to 13.1.10 occur or if You encumber or in any way charge any of the Goods.

9.7. Brandand shall be entitled to recover payment for the Goods even if ownership of any of the Goods has not passed from Brandand to You.

9.8. You hereby grant Brandand, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them or, where Your right to possession has terminated, to recover them.

10. QUALITY

10.1. Brandand gives no warranty to You in relation to the Goods other than that they will be of satisfactory quality and all other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.2. Without prejudice to Condition 10.1 any claim by You which is based on a shortfall in quantity of the Goods or any defect in the quality or condition of the Goods or their failure to correspond with Brandand's warranty in Condition 10.1 shall be notified to Brandand within 2 Working Days from the date of delivery or (where a defect or failure was not apparent on proper inspection) within 2 Working Days after discovery of the defect or failure.

10.3. If You do not notify Brandand in accordance with Condition 10.2, You shall not be entitled to reject the Goods and Brandand shall have no liability for such shortfall, defect or failure. It is Your responsibility (at Your expense) to return any relevant Goods to Brandand's premises if requested to do so by Brandand to allow inspection by Brandand. For the purposes of this Condition 10.3 time shall be of the essence.

10.4. If You do notify Brandand in accordance with Condition 10.2 and the claim is valid Brandand shall (in the case of a shortfall) supply additional Goods to make up the shortfall or (in any other case) be entitled to replace or repair the Goods (or the part in question) free of charge

or, at Brandand's sole discretion, refund to You the price of the Goods (or a proportionate part of the price), but Brandand shall have no further liability to You. It shall be Your responsibility to collect from Brandand's premises any Goods returned pursuant to this Condition 10 if Your claim in respect of those Goods proves not to be valid.

10.5. Despite any of the other provisions of this Condition 10, if Goods delivered to You have been sold by You or You do not return the same to Brandand at Brandand's request or You have altered the Goods (including any packaging) in any way You shall be deemed to have accepted such Goods as being in all respects in accordance with the Contract.

11. LIABILITY AND INDEMNITY

11.1. **Nothing in this Contract will be deemed to exclude or restrict Brandand's liability for:**

11.1.1. death or personal injury resulting from the negligence of Brandand;

11.1.2. fraud or fraudulent misrepresentation;

11.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

11.1.4. defective products under the Consumer Protection Act 1987.

11.2. Subject to Condition 11.1, the following provisions set out the entire financial liability of Brandand (including any liability for the acts or omissions of its employees, agents and sub-contractors) to You in respect of:

11.2.1. any breach of these Conditions; and

11.2.2. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.3. Subject to Condition 11.1:

11.3.1. Brandand's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the price of the Goods;

11.3.2. If Condition 11.3.1 is severed or excluded from these Conditions for any reason then Brandand shall, in light of Brandand's levels of insurance cover and the number of such sale agreements entered into by Brandand, only be liable to You for the matter described in this Condition for up to the amount of £50,000 (fifty thousand pounds); and

11.3.3. Brandand shall not be liable to You for any loss of profit and/or, loss of business and/or depletion of goodwill and/or consequential loss suffered by any person and/or, costs, expenses which arise out of or in connection with any Contract.

11.4. **Except in respect of any loss or damage caused by Brandand's negligence You undertake to indemnify and keep indemnified Brandand from and against all costs, claims, demands, liabilities, expenses, damages or losses (including consequential losses and loss of profit, and all interest and legal and other professional costs and expenses) arising out of or in connection with Your negligence, default, or breach of these Conditions**.

12. MATTERS OUTSIDE BRANDAND'S REASONABLE CONTROL THAT AFFECT PERFORMANCE OF THE CONTRACT

12.1. Brandand shall not be liable for any failure to deliver the Goods or otherwise perform the Contract arising from circumstances outside Brandand's reasonable control.

12.2. Non-exhaustive illustrations of such circumstances would be acts of god, war, riot, terrorism, explosion, weather conditions, disease, computer virus, sonic boom, fire, flood, strikes, lockouts, Government action or regulations, delay by suppliers, accidents, shortage of materials or labour (due to illness or otherwise) or manufacturing facilities or breach by You of Your obligations under these Conditions.

12.3. Should Brandand be prevented from delivering Goods or otherwise performing the Contract pursuant to Condition 12.1 it will give You written notice of this fact as soon as reasonably practicable after discovering it.

13. TERMINATION BY BRANDAND OF CONTRACT IN THE EVENT OF YOUR INSOLVENCY OR CHANGE IN CREDIT STATUS

13.1. If:

13.1.1. You make any voluntary arrangement with Your creditors;

13.1.2. You appoint a receiver, administrative receiver or administrator;

13.1.3. notice of intention to appoint an administrator is given by You or Your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

13.1.4. You appoint a manager or official receiver over Your affairs;

13.1.5. You go into liquidation, unless for the purpose of a solvent reconstruction or amalgamation;

13.1.6. You have distress, execution, sequestration levied or issued against any part of Your assets;

13.1.7. You become bankrupt;

13.1.8. You are otherwise unable to pay Your debts as they fall due within the meaning of section 123 or Section 268 of the Insolvency Act 1986;

13.1.9. You cease or threaten to cease to carry on Your business or a substantial part of it or Brandand reasonably apprehends You will do so; or

13.1.10. You suffer any similar proceedings to those under Conditions 13.1.1 and 13.1.8 under foreign law or in any other jurisdiction,

then, without prejudice to any other right or remedy available to Brandand, Brandand will be entitled to:

13.1.11. cancel the Contract forthwith;

13.1.12. suspend any further deliveries under the Contract without any liability to You;

13.1.13. if the Goods have been delivered but not paid for, declare that the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary; and

13.1.14. exercise its right to repossess the Goods in accordance with Condition 9.8.

14. INTELLECTUAL PROPERTY

14.1. Brandand is the sub-licensee of all intellectual property rights and design used in its development of the Website and the Goods. The works are protected by copyright and design laws and treaties around the world. All such rights are reserved.

15. NOTICES

15.1. Any notice to be given hereunder must be in writing and is deemed to have been properly served if sent or delivered to the party concerned at its address specified in the order or such other address as that party may from time to time notify in writing.

15.2. Any notice may be delivered by hand, or by first class recorded delivery post or first class air mail letter or facsimile transmission or by e-mail.

15.3. A notice shall be deemed to have been served:

15.3.1. if delivered by hand, upon delivery;

15.3.2. if sent by first class recorded delivery post, 3 Working Days after posting;

15.3.3. if sent by first class air mail, 5 Working Days after posting;

15.3.4. if sent by facsimile transmission then upon transmission (subject to a successful delivery receipt); or

15.3.5. if sent by e-mail then 6 hours after the e-mail was sent (subject to the e-mail address being correct and the sender has received a delivery receipt).

16. GENERAL

16.1. Your use of the Website is governed by the Terms of Use. Please take the time to read these, as they include important terms which apply to You.

16.2. Brandand only uses Your personal information in accordance its Privacy Policy. Please take the time to read these, as they include important terms which apply to You.

16.3. Any waiver by Brandand must be in writing from an Authorised Person to be effective and any waiver so given by Brandand of any breach of the contract by You shall not be considered as a waiver of any subsequent breach of the same or any other provision.

16.4. Any failure by Brandand to exercise or delay in exercising any right or remedy shall not constitute a waiver of that right or remedy.

16.5. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16.6. You shall not assign, transfer or in any other manner make over to any third party the benefit and/or burden of the contract or any part thereof without Brandand's prior written consent.

16.7. Brandand may assign transfer or in any other manner make over to any third party the benefit and/or burden of the contract or any part thereof.

16.8. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

16.9. The Contract and all disputes arising out of or in connection with the Contract (including non-contractual disputes) shall be governed and construed in accordance with English Law and both parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

TERMS OF USE

1. CHANGES TO THE WEBSITE

Brandand may update the Website from time to time and may change the content at any time. However, please note that any of the content on the Website may be out of date at any given time, and Brandand are under no obligation to update it. Brandand does not guarantee that the Website, or any content on it, will be free from errors or omissions.

2. ACCESSING THE WEBSITE

Brandand does not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. Brandand may suspend, withdraw, discontinue or change all or any part of the Website without notice. Brandand will not be liable to You if for any reason the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for You to have access to the Website.

You are also responsible for ensuring that all persons who access the Website through Your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

3. YOUR ACCOUNT AND PASSWORD

If You choose, or You are provided with, a user identification code, password or any other piece of information as part of Brandand's security procedures, You must treat such information as confidential. You must not disclose it to any third party.

Brandand has the right to disable any user identification code or password, whether chosen by You or allocated by it, at any time, if in Brandand's reasonable opinion You have failed to comply with any of the provisions in these Terms of Use.

If You know or suspect that anyone other than You knows Your user identification code or password, You must promptly notify Brandand using the details set out in Condition 2 of our standard terms and conditions of sale.

4. INTELLECTUAL PROPERTY RIGHTS

Brandand is the owner, licensee or sub-licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for Your personal use and You may draw the attention of others within Your organisation to content posted on the Website.

You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Brandand's status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from Brandand or its licensors.

If You print off, copy or download any part of the Website in breach of these terms of use, Your right to use the Website will cease immediately and You must, at Brandand's option, return or destroy any copies of the materials You have made.

5. NO RELIANCE ON INFORMATION

The content on the Website is provided for general information only. It is not intended to amount to advice on which You should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

6. LIMITATION OF LIABILITY

Nothing in these terms of use excludes or limits Brandand's liability for death or personal injury arising from Brandand's negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, Brandand exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

Brandand will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website; or
- use of or reliance on any content displayed on the Website.
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Brandand will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Website or to Your downloading of any content on it, or on any website linked to it.

Brandand assumes no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by it of those linked websites. Brandand will not be liable for any loss or damage that may arise from Your use of them.

7. VIRUSES

Brandand does not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring Your information technology, computer programmes and platform in order to access the Website. You should use Your own virus protection software.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. Brandand will report any such breach to the relevant law enforcement authorities and Brandand will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Website will cease immediately.

SCHEDULE 2

BRANDAND PRIVACY POLICY

1. PURPOSE OF THIS PRIVACY NOTICE

Your personal data is important. So important that there are a range of laws in place to safeguard it. In particular, the General Data Protection Regulation or "GDPR" and the Data Protection Act 2018. Brandand is committed to doing its part to protect your personal data and comply with those laws.

In practice, this means that all personal data which we hold about you will be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept securely.

The Privacy Notice applies to all Brandand controlled websites which it is linked from (which shall in each case be referred to in this Privacy Notice as the "Site").

It is important that you read this Privacy Notice together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This Privacy Notice supplements the other notices and is not intended to override them.

This Privacy Notice was last updated on 01/08/2018. Historic versions are can be obtained by contacting us.

2. WHO WE ARE AND WHAT WE DO

Who we are

We are Brandand Limited (collectively referred to as Brandand, "we", "us" or "our" in this Privacy Notice). We are registered in England with Company Number: 05926637 and our registered office is at Prodrive Headquarters, Chalker Way, Banbury, Oxfordshire, OX16 4XD. We are the "Data Controller" responsible for the personal data you provide through the Site.

Types of Site

We run our own brand site at https://brandand.co.uk

We also run Sites targeted both:

- at other businesses ("Business to Business" or "B2B" Sites); and
- at private customers ("Business to Customer" or "B2C" Sites).

Oxford Sports

Our "B2C" Sites are run in conjunction with James Turburfield T/A Oxford Sports (Company VAT Number: GB 854 9070 05, whose registered business address is at East Gate, Chapel Square, Deddington, Oxon. OX15 0SG). As such, we may exchange and jointly process the data which you provide through any of our B2C sites with Oxford Sports for the purposes described in this Privacy Notice.

Third-Party Links

The Site may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy notices. When you leave our Site, we encourage you to read the privacy notice of every website you visit.

3. COMMENTS, REQUESTS AND COMPLAINTS

Contacting Us

If you have any comments or questions, or want exercise any of your rights under this notice, we can be contacted at:

Email address: privacy@brandand.co.uk

Postal address: Brand& Ltd, Chalker Way, Banbury, Oxfordshire, OX16 4XD

Contacting the Information Commissioner

If you have an issue with our use of your data and either (i) you do not want to speak to us first; or (ii) you are not satisfied with our response, you have the right to make a complaint at any time to the Information Commissioner's Office ("ICO"). The ICO is the UK's supervisory authority for data protection issues. Further details can be found at *www.ico.org.uk.*

4. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (which is called "anonymous data").

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes your name, username or similar identifier, marital status, title, date of birth and gender.
- **Contact Data** includes your billing address, delivery address, email address and telephone numbers.
- **Financial Data** includes your bank account and payment card details (please note we do not store payment card details ourselves but they might be processed by payment card processors on our behalf).
- **Interaction Data** includes records of correspondence we have with you, details about payments to and from you, and other details of purchases you have made from us.
- **Technical Data** includes your internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the Site.
- **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences and other feedback.
- **Usage Data** includes information about how you use our Site, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing communications from us.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific feature of the Site.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

If you fail to provide Personal Data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel the delivery of a product or service (but we will notify you if this is the case at the time).

5. HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
    - order our products or services;
    - create an account on our Site;
    - subscribe to our service or publications;
    - request marketing to be sent to you;
    - enter a competition, promotion or survey; or
    - give us some feedback.
- **Automated technologies or interactions.** As you interact with our Site, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our Cookies Policy for further details.
- **Information from Third parties.** We may receive personal data about you from various third parties including:
    - Technical Data from analytics providers, advertising networks and search information providers (such as Google);
    - Contact, Financial and Transaction Data from providers of technical, payment and delivery services; and
    - Identity and Contact Data from publicly available sources.

    Such third parties may be based in or outside the EEA.

6. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you;
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; and/or
- Where we need to comply with a legal or regulatory obligation.

Purposes for which we will use your Personal Data

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so.

(a) Customer relations: This may include:

(i) Creating an account for you on our system;

(ii) Managing payments, fees and charges;

(iii) Processing and delivering your orders;

(iv) Collecting and recovering money owed to us;

(v) Handling returns and cancellations;

(vi) Handling warranty claims; and

(vii) Notifying you about changes to our terms of business (including this Privacy Notice).

Types of Data: (a) Identity; (b) Contact; (c) Profile; (d) Financial; (e) Transaction; and (f) Marketing and Communications

Basis of Processing: (a) Performance of a contract with you; (b) Necessary to comply with a legal obligation; or (c) Necessary for our legitimate interests (to keep our records updated, to administer orders, to study how customers use our products/services and to recover debts due to us)

(b) **Prize draws, Promotions, Competitions and Surveys:** Asking or enabling you to partake in a prize draw, promotions, competition or complete a survey

Types of Data: (a) Identity; (b) Contact; (c) Profile; (d) Usage; and (e) Marketing and Communications

Basis of Processing: (a) Performance of a contract with you; or (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and to grow our business)

(c) **Business and Site Administration:** To administer and protect our business and the Site (including troubleshooting, fraud prevention, data analysis, testing, system maintenance, support, reporting and hosting of data)

Types of Data: (a) Identity; (b) Contact; and (c) Technical

Basis of Processing: (a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise); or (b) Necessary to comply with a legal obligation

(d) **Site Advertisements:** To deliver relevant Site content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you

Types of Data: (a) Identity; (b) Contact; (c) Profile; (d) Usage; (e) Marketing and Communications; and (f) Technical

Basis of Processing: Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)

(e) **Analytics:** To use data analytics to improve our Site, products/services, marketing, customer relationships and experiences

Types of Data: (a) Technical; and (b) Usage

Basis of Processing: Necessary for our legitimate interests (to define types of customers for our products and services, to keep our Site updated and relevant, to develop our business and to inform our marketing strategy)

(f) **Marketing:** To make suggestions and recommendations to you about goods or services that may be of interest to you. You may receive marketing communications if:

(i) you have:

- requested information from us;
- signed up to one of our marketing lists;
- made a purchase from us; and/or
- provided us with your details when you entered a competition or registered for a promotion,

and in each case, you have either: expressly requested that you are sent such marketing; or not otherwise opted out of receiving that marketing when provided with an opportunity to do so.

(ii) you are associated with a business which is itself associated with one of our clients (e.g. you work for a car distributor / reseller who trades in the products / brands manufactured by one of our clients), and either:

- that client has expressly provided us with your contact details for the purposes of informing you about our relationship;
- you have registered an account with us; or
- we have otherwise identified you are being associated with one of our clients.

Unsubscribing: You can ask us to stop sending you marketing communications at any time by either: (a) using the unsubscribe link included at the bottom of our marketing communications; (b) updating your marketing preferences using the relevant link included at the bottom of our marketing communications; or (c) *contacting us* using the details in Section 2 (Who We Are and What We Do) above.

Please note that opting out of receiving these marketing communications will not effect our processing of any personal data which you provide to us in relation to the purchase of a product/service or any other non-marketing transactions.

Types of Data: (a) Identity; (b) Contact; (c) Technical; (d) Usage; and (e) Profile

Basis of Processing: Necessary for our legitimate interests (to develop our products/services, to inform our marketing strategy and to grow our business)

(g) **Audience Growth:** To work with third-party providers to research our market and discover new marketing opportunities (such as the use of your e-mail in a Facebook "Custom Audience").

You can find out more about Custom Audiences in particular at *https://en-gb.facebook.com/business/help/341425252616329*.

If you ask us to unsubscribe you from our Marketing Communications we will, where possible, remove your data from the information used for such audience growth activities (see "Unsubscribing" in (f) above for more details).

Types of Data: (a) Identity; (b) Contact; (c) Profile; (d) Usage; (e) Marketing and Communications; and (f) Technical

Basis of Processing: Necessary for our legitimate interests (to grow our business and to inform our marketing strategy)

Change of Purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

7. DISCLOSURES OF YOUR PERSONAL DATA

We may share your personal data with the parties set out below for the purposes set out in the table in Section 6 (How we will use your Personal Data) above.

- If the Site is a "B2C Site", with Oxford Sports (as described in Section 2 (Who We Are and What We Do);
- Sales channels such as Amazon and Ebay;
- Service providers who provide us with IT, marketing, audience growth, e-mail marketing platform, payment processing, fraud prevention, e-commerce solution, e-commerce platform and system administration services. This includes Shopify, ChannelAdvisor, Signifyd, PayPal, MailChimp, SagePay and Instiller);
- Social Media Platforms such as Facebook, Pinterest, Twitter and Google (including brand specific areas of any such Platforms controlled by Brandand or its clients);
- Members of the Brandand group of companies, which means Brandand's subsidiaries, ultimate holding company and that holding company's subsidiaries, as defined in section 1159 of the UK Companies Act 2006;
- Professional advisers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services;
- Tax authorities, regulators and other authorities who require reporting of processing activities in certain circumstances;
- Anyone Brandand is reasonably required to disclose or share your personal data in order to:
    - comply with any legal obligation; or
    - enforce its Terms of Use or Terms and Conditions of Sale;
    - enforce or satisfy agreements with its customers or other third parties; or
    - protect the rights, property, or safety of, Brandand, its customers, or other third parties; and
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them.

We take all reasonable steps to ensure that all third parties respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

Disclosure for Marketing Purposes

Save as stated above, we will get your express opt-in consent before we share your personal data with any company outside the Brandand group of companies for marketing purposes.

8. INTERNATIONAL TRANSFERS

Many of our external third parties are based outside the European Economic Area ("EEA") so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we ensure we are either:

- transferring it to a country deemed to provide an adequate level of protection for personal data by the European Commission;
- using a form of contract approved by the European Commission; or
- transferring it as part of an approved data protection scheme (such as the USA's "Privacy Shield").

9. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. For example, all information you provide to Brandand is stored on its secure servers. Any payment transactions will be encrypted using SSL technology.

In the event we suspect a data breach has taken place we will notify you and any applicable regulator in accordance with the timescales in the relevant legislation.

Unfortunately, the transmission of information via the internet is not completely secure. Although Brandand will do its best to protect your personal data, Brandand cannot guarantee the security of your data transmitted to the Site; any transmission is at your own risk. Once Brandand have received your information, Brandand will use strict procedures and security features to try to prevent unauthorised access.

10. DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

11. YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws to:

- **Request access** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. In some cases,

we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

- **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you.

No Fee Usually Required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time Limit to Respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

BRANDAND COOKIES POLICY

Our Site uses cookies to distinguish you from other users. This helps us to provide you with a good experience when you browse our Site. Details of who we are and how we use personal data that we collect through our use of Cookies on our sites can be found in the Brandand Privacy Policy.

How to Clear or Refuse Cookies in Different Internet Browsers

The program or app which your device users to access our Site is typically called a “browser”.

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies.

Different browsers have different options for refusing, blocking or deleting cookies. Browsers are updated all the time, so to review the latest options available to you for blocking or deleting cookies for your browser we suggest that you use a search engine such as *www.google.com/search?q=how+to+delete+or+block+cookies+in+different+browsers*

Please note that, if you do block or refuse cookies:

- you may be required to repeatedly enter the same information into different areas of the Site; and
- some parts of our Site may become inaccessible or not function properly.

Further information on how to manage cookies can be found at: *www.allaboutcookies.org/manage-cookies/*

Cookies we use

The following cookies may be used on our Site:

Name	**Purpose**	**Sessional or Persistent?**
BRANDAND SYSTEMS		
ASP.NET_SessionId	This is an essential “session cookie” which our Site uses to identify (and enable it to operate) on your device. It is used to store the basket items and user data of the current buyer.	Sessional
vuid	This allows the tracking of videos viewed on our Site	Sessional
Unique to each user	This Cookie is set by SagePay to assist with the completion of payment transactions.	Sessional
FACEBOOK		
Act, c_user, datr, locale, lu, p, s, sub, xs and presence	We use a Facebook Social Plugin that enables you to 'like' our items. Although displayed on our site, Facebook control what you see and how you interact with the plugin. We can see who Likes our Facebook page and really apreciate it. You can read about the Facebook Social Plugin at: *www.facebook.com/about/privacy/your-info-on-other#socialplugin*	Persistent

GOOGLE	You can view Google's privacy policy at: *www.google.com/intl/en/policies/privacy/*	
_ga	This cookie enables us to access general statistical and other information reports about the usage of our Site. This includes cookies which are stored on your device. In these instances Google stores and manages this information.	Persistent
_dc_gtm_UA-XXXXXXX	Stores Google Analytics tracking info	Persistent
__gid	Stores the user's Google Analytics Client ID and is sent to GA in all hits and redirects	Persistent
__gaexp	Stores a list of Google Optimization variations that the user has encountered	Persistent
APISID, BEAT, HSID, PREF, SS, SSID, SAPISID and ULS	Store a user's Google user preferences and information (including information from your Google ID, Google Maps and the Google +1 button). The Google +1 button is used to share/+1 our products through your Google profile. When clicked Google will take note, impacting yours and others Google searches.	Persistent
CONSENT	Google tracking cookie	Persistent
DSI, IDE and id	Google advertising cookies used for user tracking and ad targeting purposes	Persistent
DV	Google tracking	Persistent
HSID and SID	Google security cookies to authenticate users, prevent fraudulent use of login credentials and protect user data from unauthorised parties	Persistent
INSTILLER		
Various	Instiller is a white label email marketing solution. Instiller have produced their own Privacy and Cookies Policy, which can be found at: *https://instiller.co.uk/privacy/*	See Instiller Policy
INSTAGRAM		
Various	Instagram is a Social Media Platform. Instagram have produced their own Privacy Policy, which can be found at *https://help.instagram.com/519522125107875*	See Instagram Policy
LINKEDIN		
Various	LinkedIn is a Social Media Platform. LinkedIn have produced their own Privacy Policy, which can be found at *https://www.linkedin.com/legal/privacy-policy*	See LinkedIn Policy

MAILCHIMP		
Various	MailChimp is the trading name of the "Rocket Science Group". It is also the name of the marketing automation platform and email marketing service which they provide. We use MailChimp in respect of a number of our Sites and e-mail campaigns. MailChimp have produced their own comprehensive Cookies Policy, detailing what Cookies they may place, this can be found at: *https://mailchimp.com/legal/cookies/*	See MailChimp Policy
PAYPAL		
Unique to each user	PayPal provide a payment processing platform. You can view PayPal's privacy policy at: *https://www.paypal.com/us/webapps/mpp/ua/privacy-full* These cookies are required to complete payment transactions through PayPal.	Sessional
PINTEREST		
Csrftoken, _pinterest_sess, __utma, __utmb, __utmc, __utmz and __utmv	The Pinterest button is used to pin our products through your Pinterest account. This will be viewable publicly on your Pinterest profile. You can view Pinterest's privacy policy at: *https://about.pinterest.com/en/privacy-policy*	Persistent
SAGEPAY		
Various	Sagepay provide payment system solutions. Sagepay have produced their own Privacy Policy, which can be found at *https://www.sagepay.co.uk/policies/privacy-policy*	See Sagepay Policy
REGIONAL PAYMENT SOLUTIONS PROVIDERS		
Various	We may use region specific payment system solutions on some of our sites. Details of how such solution providers will use personal data which it collects will be set out in their respective privacy policies.	See Relevant Policy
SHOPIFY		
Various	Shopify are a Canadian company that provide an e-commerce platform which is used by retailers all over the world. We use Shopify to power a number of our Sites. Shopify have produced their own comprehensive Cookies Policy, detailing what Cookies they may place, this can be found at: *https://www.shopify.com/legal/cookies*	See Shopify Policy

SIGNIFYD		
Various	Signifyd provide an eCommerce fraud protection solution. Signifyd have produced their own Privacy Policy, which can be found at *https://www.signifyd.com/privacy/*	See Signifyd Policy
TWITTER		
__utma, __utmb, __utmv, __utmz, guest_id, k, pid, external_referer, js	We give you the ability to Tweet about our products via a Twitter button using your Twitter profile/account. We have populated a message however you can edit as you please. You can read about Twitter's Privacy Policy at: *https://twitter.com/privacy*	Persistent