

Family Creative Resources terms and conditions



FAMILY CREATIVE RESOURCES LTD TERMS AND CONDITIONS

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Family Creative Resources Ltd authorises you to view and download a single copy of the Material on Family Creative Resources Ltd (the "Web Site") solely for your personal, non commercial use. All contents of this Web Site, including such things as text, graphics, images, logos etc. are all the property of Family Creative Resources Ltd and are not to be used by any individual or organisation without the express agreement of the company. All Material is the property of the Company or its content suppliers or clients. You may not sell or modify the material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose without consent. The use of the Material on any other web site or in a networked computer environment for any purpose is prohibited. The same shall apply to any of the programming and HTML code that the Company uses to generate its pages. The Contents are provided solely for your personal or internal business use only and you may only download such items that are provided specifically for that purpose. The Contents must not be used for any other purpose, including but not limited to transmission, publication or reproduction without the prior express written permission of the copyright holders.

Family Creative Resources Ltd has exercised reasonable care and attention in compiling the Contents. Family Creative Resources Ltd, its affiliates, directors, employees, associates and members makes no representations or warranties of any kind, express or implied, as to either their accuracy or, without limitation, warranties of merchant ability and fitness for a particular purpose. Family Creative Resources Ltd, its affiliates, directors, employees, associates and members makes no recommendation of any kind, warranty, undertaking or representation as to the quality of services, products and personnel featured on the Website. Whilst every effort is made to ensure the information contained on the Website is up to date, details change at short notice and Family Creative Resources Ltd cannot warrant the accuracy of the information contained on this website. You indemnify and hold Family Creative Resources Ltd, its affiliates, directors, employees, associates and members or other representatives harmless against any damages (including but without limitation to liability for any indirect loss or loss of profit or turnover) arising out of or in connection with your use of the Website.

Publication by third parties of content to Family Creative Resources Ltd is subject to copyright being retained by the third party. Family Creative Resources Ltd provide this facility in good faith and make no representations as to the accuracy, or without limitation, warranties of merchant ability and fitness for a particular purpose of the content are made by Family Creative Resources Ltd, its affiliates, directors, employees, associates and members. Ownership of the content remain with the third parties and in uploading such content they agree to indemnify and hold Family Creative Resources Ltd, its affiliates, directors, employees, associates and members or other representatives harmless against any damages (including but without limitation to liability for any indirect loss or loss of profit or turnover) arising out of or in connection with publication of such articles. By uploading content you confirm you are the copyright owner and agree to indemnify and hold Family Creative Resources Ltd, its affiliates, directors, employees, associates and members or other representatives harmless against any damages (including but without limitation to liability for any indirect loss or loss of profit or turnover) arising out of or in connection with publication by you of copyrighted material.

This agreement is construed in accordance with and is subject to the laws of England and Wales. Family Creative Resources Ltd retain the right to make amends to these Terms and Conditions at any time necessary. These Terms shall apply to all orders placed and shall supersede any previously published terms and conditions of business and shall override any terms and conditions stipulated, incorporated or referred to by the Client / Customer in its order or negotiations.

RECRUITMENT ADVERTISING

Please make sure all recruitment adverts comply with current employment law and advertising law including the Employment Equality (Age) Regulations Act, which came into force on 1 October 2006.

For information visit:

- The Directgov website
- The ACAS website
- Age Positive website

Family Creative Resources Ltd reserve the right to edit recruitment advertisements we believe to be in breach of current law without notice.

VENUE

Family Creative Resources Ltd is not an employment site. We do not facilitate in the placement of individuals in jobs beyond bringing both parties to our website. We do not ultimately participate in the transaction between the employer and the candidate, other than to provide a forum for them to meet.

SITE USE

Users may not use the Web Site in order to transmit, distribute, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

Web Site Security Rules. Users are prohibited from violating or attempting to violate the security of the Web Site, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorised to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Web Site, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences which may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations.

SPECIFIC PROHIBITED USES

The Web Site may be used only for lawful purposes by individuals seeking employment, course details supplier information and career information and employers seeking employees. The Company specifically prohibits any use of the Web Site, and all users agree not to use the Web Site, for any of the following:

1. Posting any incomplete, false or inaccurate information.
2. Deleting or revising any material posted by any other person or entity other than your own.
3. Posting any business opportunity which requires an up front or periodic payment, pays commissions only (no significant salary), requires recruitment of other members, sub-distributors or sub-agents.
4. Using any device, software or routine to interfere or attempt to interfere with the proper working of this Web Site or any activity being conducted on this site.
5. Taking any action which imposes an unreasonable or disproportionately large load on this Web Site.
6. Disclosing to or sharing your password with any third parties or using your password for any unauthorised purpose.
7. Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Web Site other than the search engine and search agents available from the Company on this Web Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer, Mozilla, Safari).
8. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Web Site.

9. It is the user or member's responsibility that no posting, profile or portfolio contains any data, image or other material which;
- Is illegal or designed to incite any illegal behaviour or act.
 - Is offensive, obscene, indecent, defamatory, libellous, threatening or is racially, ethnically, religiously, sexually or otherwise objectionable.
 - Infringes on the rights or intellectual property rights of another or any copyright laws.
 - Images of unclothed children.
 - Images of children being used without the prior written consent from the parent or guardian.
 - Any content which can be defined as libellous, slanderous or plagiarism.

USER INFORMATION

When you register with Family Creative Resources Ltd, you will be asked to provide the Company with certain information including, without limitation, a valid email address. In addition to the terms and conditions that may be set forth in any privacy policy on this Web Site, you understand and agree that the Company may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. The Company will not disclose to any third party your name, address, e-mail address or telephone number without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant. The Company reserves the right to offer third party services and products to you based on the preferences that you identify in your registration and at any time thereafter; such offers may be made by the Company or by third parties. Please see the Company's Privacy Policy for further details regarding your Information.

USER SUBMISSIONS

As a user, you are responsible for your own communications and are responsible for the consequences of their posting. You must not, and by using this Web Site you agree not to, do the following things: post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image or statement; post advertisements or solicitations of business, post chain letters or pyramid schemes; impersonate another person; or post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

The Company does not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by users or endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

The Company acts as a passive conduct for the online distribution and publication of user-submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users. If notified by a user of communications which allegedly do not conform to these Terms and Conditions, the Company may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. The Company has no liability or responsibility to users for performance or nonperformance of such activities. The Company reserves the right to expel users and prevent their further access to the Web Site for violating the Terms and Conditions or the law and the right to remove communications which are abusive, illegal, or disruptive. The Company may take any action with respect to user-submitted information that it deems necessary or appropriate in its sole discretion if it believes it may create liability for the Company or may cause the Company to lose (in whole or in part) the services of its ISPs or other suppliers.

By submitting content to any public or non-public area of the Web Site, including message boards, forums, contests and chat rooms, you grant the Company and its affiliates the loyalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers), non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any subscriber to access, display, view, store and reproduce such content for personal use. Subject to the foregoing, the owner of such content placed on the Web Site retains any and all rights that may exist in such content.

REGISTRATION AND PASSWORD

You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorised by you. You agree to immediately notify the Company of any unauthorised use of your registration or password.

THE COMPANY'S LIABILITY

Family Creative Resources Ltd is a venue. This Web Site acts as a venue for employers to post job opportunities and candidates to post CV's, profiles and portfolios, companies to advertise themselves and colleges to promote their courses and does not screen or censor the listings offered. The Company is not involved in the actual transaction between employers and candidates. As a result, the Company has no control over the quality, safety or legality of the jobs, courses or CV's, profiles, portfolios or other data posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings. In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretences. You assume all risks associated with dealing with other users with whom you come in contact through the Web Site.

Because user authentication on the Internet is difficult, Family Creative Resources Ltd cannot and does not confirm that each user is who they claim to be. This also extends to any "feedback" left for any individual or company. Because we do not and cannot be involved in user-to-user dealings or control the behaviour of participants on Family Creative Resources Ltd, in the event that you have a dispute with one or more users, you release the Company (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

We are under no legal obligation to, and generally do not, control the information provided by other users which is made available through the Web Site. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabelled or deceptively labelled. We expect that you will use caution and common sense when using this Web Site.

The Material may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of the Web Site or the Material. The use of the Web Site and the Material is at your own risk. Changes are periodically made to the Web Site and may be made at any time.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any CV or material contained therein placed by you on the Web Site. Employers are solely responsible for their postings on the Web Site.

The Company is not to be considered to be an employer with respect to your use of the Web Site and the Company shall not be responsible for any employment decisions, for whatever reason made, by any entity posting jobs on the Web Site.

The Company cannot warrant that the web site will either operate error free or be completely free of computer viruses and other software that may be harmful. While all due care is taken, the company is not responsible for any associated costs for replacing damaged equipment or data.

The Web Site Family Creative Resources Ltd is provided on an "as is" basis without any warranties of any kind, and disclaims all warranties whether express or implied.

Family Creative Resources Ltd will not be liable for any offence, annoyance, inconvenience, anxiety or distress caused by the images and material posted either by ourselves in any posting or by any user or member. It is the user or member's responsibility that no posting, profile or portfolio contains any data, image or other material which;

1. Is illegal or designed to incite any illegal behaviour or act.
2. Is offensive, obscene, indecent, defamatory, libellous, threatening or is racially, ethnically, religiously, sexually or otherwise objectionable.
3. Infringes on the rights or intellectual property rights of another or any copyright laws.
4. Images of unclothed children.
5. Images of children being used without the prior written consent from the parent or guardian.
6. Any content which can be defined as libellous, slanderous or plagiarism.

If you feel you have viewed any content on the site which you feel may contravene the above please contact us at info@creativefamily.co.uk and a decision will be made regarding the specific content. If it is deemed by us to be in contravention of any of the above mentioned details Family Creative Resources Ltd will endeavour to remove the posting, profile, portfolio or any other data from the site.

Users should be aware that if they join Family Creative Resources Ltd their name, profile details and portfolio may be viewed by their current employers or other interested parties. Family Creative Resources Ltd accepts no liability for any matter arising from such an occurrence.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

Under no circumstances shall The Company, its suppliers, or any party related with this web site be liable for any damages whatsoever resulting from the use or inability to use this Web Site and whether or not the company has been advised of the possibility of such damages.

LINKS TO OTHER SITES

The Web Site contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by the Company of the contents on such third-party Web sites. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If you decide to access linked third party Web sites, you do so at your own risk.

NO RESALE OR UNAUTHORISED COMMERCIAL USE

You agree not to re sell or assign your rights or obligations under these Term of Use. You also agree not to make any unauthorised commercial use of the Web Site.

LIMITATION OF LIABILITY

The aggregate liability for the Company to you for all claims arising from the use of the Materials is limited to £0.01.

INVOICING

The Company reserves the right to remove from the site any job advertisement or access to the employee / CV search if the invoice issued remains unpaid 7 days after due date. We also reserve the right to place on hold any account that has monies outstanding.

Removing the job, course description, company listing or access to the employee / CV Search does not negate the invoice and all monies set out will still be payable. Once payment has been received the job can be reinstated at the debtors request. The Company operates a policy of charging clients for late payment of invoices. If a payment remains outstanding after a period of 1 months from the date the invoice is due then the invoice will attract an additional administrative charge of £20 as well as accrue interest on the late payment at a rate of 20% from the date of invoice.

If an invoice remains unpaid for 15 days after this period a final letter before action will be produced and if monies remain outstanding after a further 15 days then The Company will under it's discretion either take the matter to the small claims court or pass the debt over to a third party, who will act on The Companies behalf to retrieve the outstanding debt. Additional charges may be levied at this stage to help with the cost of recovery of said monies, as is seen fit by the collection agency.

CONTRACTS

On occasion The Company will offer long-term contracts to users. Using the site within the time period of a Contract presented constitutes clear acceptance of our Terms and Conditions presented within the Contract. At no point does the level of activity engaged in by a User under Contract with The Company reflect on the validity of the Contract.

TERMINATION

The Company reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your postings from this Web Site and immediate termination of your registration with or ability to access the Web Site and/or any other service provided to you by the Company, upon any breach by you of these Terms and Conditions or if the Company is unable to verify or authenticate any information you submit to the Web Site registration with or ability to access the Web Site.

INDEMNITY

You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Material or your breach of the terms of these Terms and Conditions. The Company shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

GENERAL

This site is targeted toward United Kingdom companies. If you access the Web Site from outside of the United Kingdom, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If any provision of these Terms and Conditions are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of the Web Site a particular "Legal Notice," or Software License or material on particular Web pages, these Terms and Conditions constitute the entire agreement between you and the Company with respect to the use of Web Site.

ADDITIONAL TERMS OF USE

Certain areas of this Web Site are subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.

JOB MANAGEMENT SERVICE

This allows employers and recruiters to post a job advertisement, for our users to view and registered individuals to apply for. Job postings include all the information inserted in the job management add a job tab.

Registered individual members can then apply for the posting and have their CV and/or portfolio link sent to the posting client. Their full contact details for the individual will be made available in the email. All correspondence should then be made between the applicant and the company who has posted the job.

Family Creative Resources Ltd is not liable in any way for the commitment of the applying member's application.

Family Creative Resources Ltd will not divulge an applicants full contact details unless the information has been entered in by the user in fields other then those denoted as not being shown.

If for any reason Family Creative Resources Ltd suspects that a Client is abusing said service then Family Creative Resources Ltd reserves the right to delete the Client's membership, and bar the Client and possibly their IP address from using Family Creative Resources Ltd again.

STATEMENT OF INTENT

From time to time, you will be asked to submit personal information(e.g. name and email address etc) in order to receive or use services on our website. By entering your details in the fields requested, you enable Family Creative Resources Ltd to provide you with the services you select. Such information will be treated in accordance with this policy.

Our services are designed to give you the information that you want to receive. Family Creative Resources Ltd will act in accordance with UK legislation.

During the course of any visit to Family Creative Resources Ltd we may set a 'cookie'. Most websites do this, as cookies enable us to provide you with a better service (like making sure the content you see is the content you have selected) and it also assists us to analyse the profile of our visitors.

You can of course still visit the Family Creative Resources Ltd website with cookies disabled, but you may find some of the services are not available to you.

STORAGE AND USE OF PERSONAL INFORMATION

When you supply any personal information to Family Creative Resources Ltd we have legal obligations regarding the way we deal with that data. We must collect it fairly and we must explain how we will use it.

We do not make this information available to any third parties or 'companies in our group'.

The only exception to this is if we are required to by Law. This also covers the content you publish on Family Creative Resources Ltd. If any content is offensive, abusive, disruptive or in any way illegal - Family Creative Resources Ltd reserve the right to omit the content and restrict your access to the website. In extreme circumstances and where required by Law, Family Creative Resources Ltd may pass on the personal details of any user uploading content which may prove to be illegal.

For safety and compliance with UK law, Family Creative Resources Ltd may store messaging transcript data.

Where you have supplied a business or personal email address, Family Creative Resources Ltd may contact you with offers, news and functionality updates on the web site. We respect your privacy and as such do not provide this data for the express purpose of marketing to any third parties or companies 'in the group'. All emails sent by Family Creative Resources Ltd comply with industry best practice, and you can of course unsubscribe using links in the email.

ACCESS TO YOUR PERSONAL INFORMATION

You have the right to request a copy of the personal information we hold about you and to have any inaccuracies corrected. You can manage your own content using our content management systems, these enable you to correct any inaccuracies or delete information - 24hrs a day.

AGE RESTRICTION

If you are under 16, please get your parent/guardian's permission beforehand whenever you provide personal information to us. Please do not provide us with personal information if you are under 16 years old.

Family Creative Resources shop terms and conditions



SHOPPING

You can Order Products online via this website. When you place an Order for a Product ("Order") you are offering to buy it for the price stated, subject to these Terms.

When you place your Order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your Order details. The fact that you receive an automatic confirmation does not necessarily mean that we will be able to meet your Order. Once we have sent the confirmation email we will then check availability and contact you with a further email. If the Product is available and the details of the Order are correct, this email will be deemed an acceptance and will specify delivery details and confirm the price of the Products purchased. If the Product is not available we will also let you know by email.

Family Creative Resources may cancel any sale and not supply Products if it is reasonable to do so and may change or discontinue the availability of Products at any time at its sole discretion. If an Order is cancelled, any payment made for the Products will be refunded in full. This does not affect your Statutory Rights.

All new Orders are deemed separate and each is treated individually.

Products marked "Family Creative Resources UK First" are those where Family Creative Resources is (or was originally) the first UK-based Internet retailer to supply this product to the UK market.

PRICE

The price for each Product is shown on Family Creative Resources and includes V.A.T at 17.5%.

We always try to make sure that the prices on Family Creative Resources are accurate but errors may occur. If we discover an error in pricing of the Products in your Order we will inform you as soon as possible using the contact details you supply us with. We will then give you the option of reconfirming your Order at the correct price or cancelling it. (If we are unable to reach you we will treat the Order as cancelled). If an Order is cancelled, any payment made for the Products will be refunded in full.

You will be notified of the delivery costs automatically before you submit your credit card details, based on the delivery address you specify. For more information about our delivery charges for despatches to UK addresses click here.

Prices are quoted on Family Creative Resources in UK pounds - outside the UK your credit card company should exchange the amount charged to the currency of your country at the current rate. Please note that both charges and refunds are in UK pounds and Family Creative Resources Ltd cannot be held responsible for any loss due to exchange rate fluctuations.

Non-EU customers are responsible for Import Duty/Tax in their respective countries. Unfortunately we cannot advise you what these costs will be - please consult your local customs office for more information.

PAYMENT

You must pay for your Order before it is delivered and you can do so by credit card, debit card, cheque or postal Order.

If your delivery address is outside the UK and you Order online you must pay by credit card.

CREDIT CARD

Orders may be processed online, or by telephone, using a credit or debit card (currently VISA, MasterCard, American Express, Delta and Switch/Solo). We aim to debit money from your account within one working day after receiving your Order.

If your delivery address is outside the UK and you order online you must pay by credit card.

To ensure that shopping online is secure, your credit/debit card details will be encrypted to minimise the possibility of someone being able to read them as they are sent over the Internet.

Your credit card company may also do security checks to confirm it is you making the Order.

All Order details and invoices will be sent to the credit card billing address and not the delivery address where the named recipient of the Order differs.

CHEQUE OR POSTAL ORDER

In the UK, you may pay by cheque or postal Order if you wish.

Please make cheques payable to Family Creative Resources Limited and remember to include postage. Please also send us a covering letter detailing your Order, cheque guarantee card number, guaranteed amount, expiry date, contact details and delivery address.

AVAILABILITY

We try to keep Family Creative Resources as up to date as possible but cannot guarantee that particular Product will always be available. If we can't supply a Product you will not be charged for it and we will refund or re-credit your account with the amount debited by us.

All offers are available while stocks last. If we are unable to supply a Product you have Ordered, we will notify you as soon as we can after receiving your Order. If this happens, you may cancel your Order and we will refund you the money you have paid for it.

DELIVERY

Family Creative Resources delivers to destinations inside and outside the UK.

You will be notified of the delivery costs automatically before you submit your credit card details. If your Order is made online but you do not pay by credit card, or if you Order in any other way, please contact us for details of the delivery charges prior to Ordering.

Delivery outside the EU may be subject to local import taxes, which are your responsibility where they apply. If so, the shipping company should advise you the charges due or else you should consult your local customs office. Unfortunately we cannot advise you what these charges will be and Family Creative Resources is not responsible for them.

Family Creative Resources offers a range of delivery services depending on the address we are delivering to. For Mainland UK addresses we offer Standard Delivery (1-3 days) and Express Delivery (next working day via courier). Please see the Checkout page for details on these services for your postcode. Each Product has a link on the product page stating the estimated delivery time for that Product and you should refer to these for more details about usual delivery times.

Orders are despatched either by Royal Mail (1st Class) or by courier. Our couriers require a signature and operate between 9am and 5pm on weekdays, so please specify an address where someone will be able to sign for your Order between these hours.

We will make every effort to deliver within the time stated on Family Creative Resources but we will not be liable for any loss caused to you by late delivery.

If the Products are not delivered within the estimated delivery time which we quote, please contact us by telephone or email and we will try and ensure that you receive your Order, as quickly as possible, or if you wish you may cancel your Order and we will refund the money you have paid. Please note that while items sent by Royal Mail usually arrive within 1-3 days, Royal Mail stipulate that only items still not delivered after 15 working days can be officially classified as lost.

Please Order from Family Creative Resources with enough time to prevent any loss or disappointment resulting from the delivery time as Family Creative Resources cannot be responsible for this.

This does not affect your statutory rights as a consumer.

COPYRIGHT AND TRADE MARKS

Family Creative Resources does not give you any right or interest in any copyright or intellectual property rights in any Product nor the right to copy them. The copyright in Family Creative Resources and the content of all the software, web site and pages relating to the Family Creative Resources web site is owned by, or licensed to Family Creative Resources, unless otherwise specified and may not be used, copied or altered without our express consent. Copyright extends to the design, look and feel of Family Creative Resources, all photographs on it and its marketing materials.

You may use Family Creative Resources for private and personal non-commercial use only - i.e. to view, copy and print portions of Family Creative Resources for the sole purpose of placing Orders. The materials on Family Creative Resources may not be used for any other purpose.

Family Creative Resources, Family Creative Resources and our logos are trade names or trade marks of Family Creative Resources and may not be used by anyone else without our express permission. We have applied for a registered trademark in the name "Family Creative Resources" and we are also the owners of unregistered trade mark rights in them.

However, Family Creative Resources does not make any warranty or representation in respect of any other trade mark and the trade marks of the brands featured on Family Creative Resources belong to their respective owners.

PRIVACY AND DATA POLICY

Family Creative Resources makes a commitment to protecting your privacy and promises only to use information collected about you in accordance with our Privacy Policy.

Family Creative Resources is registered with the Information Commissioner in accordance with the Data Protection Act 1998.

RETURNS

We believe that you will be delighted with your product but there may be occasions where you feel it necessary to return an item. We aim to keep the process as simple as possible and these terms do not affect your statutory rights. We will try to attend to all returns as soon as practically possible. Please note that product returns are not able to be accepted in person at our office address.

UNWANTED PRODUCTS

Our policy is to ensure that you are satisfied every time you place an Order with Family Creative Resources. If you are unhappy with an item when you receive it or if you simply change your mind please return it to us within 30 days, with the despatch note, having taken reasonable care of it and in an unused state complete with packaging and all components, and we will refund you the price you paid for that product (excluding P&P).

We will make the refund directly to the credit/charge card used to place the original order within 30 days or earlier once we have inspected the returned item and are satisfied that it has been returned to us in the condition it was in when delivered to you.

You will only have to pay for the return postage of the Products.

Certain products and services are excluded from this returns policy, including food/perishable items, personalised products or those made to order. These items cannot be returned for a refund unless faulty. Products excluded such as these are clearly marked on the product information page.

This does not affect your statutory rights.

FAULTY PRODUCTS

We try to select and package the Products as well as possible to ensure they arrive in good condition. However, if a Product arrives damaged or with defects, or is not what you Ordered, we will replace it free of charge or provide a full refund as appropriate, if you return the Product to us at the postal address below within 30 days of receipt.

In these circumstances we will also pay you the cost of the return postage. Please obtain a proof of posting certificate from your Post Office to enable us to process the refund for your return postage costs.

For help with items later than 30 days after your initial purchase please email us for more information.

This does not affect your Statutory Rights.

RETURNING UNWANTED OR FAULTY PRODUCTS

Please contact us by telephone (on 01242 690 533) or email (at info@FamilyCreativeResources.com) to inform us of your wish to return Products.

We may allocate you with a Returns Code which should be included with the package to improve processing of your return.

We may also advise you how to send the item back to us. Occasionally items may have to be picked up by a courier service. Otherwise, please use a secure delivery method which requires a signature upon receipt (such as via Royal Mail First Class Recorded Delivery) and return to:

Family Creative Resources Customer Returns

45 Portland Square, Cheltenham, Gloucestershire, GL52 2HS

You will be responsible for the returned Products until they reach us.

UNWANTED PRODUCTS - EUROPEAN DISTANCE SELLING REGULATIONS (DSRs)

By law, consumers in the European Union have the right to cancel a contract for the purchase of an item within seven working days of the day after receipt of the order.

If you wish to cancel your order under the DSRs we ask you to please notify our Customer Service team quoting your name and order number:

by email at shop@creativefamily.co.uk

by telephone on 01242 77 11 99

We will then arrange for you to be refunded accordingly.

Where you are cancelling your order within this cooling-off period we will refund the cost of the item and the cost of sending the item to you as follows:

- where you are returning an item that was part of a larger order, we will refund any specific delivery charges that you incurred for that item over and above our Standard Delivery rate.
- where you are returning your entire order, we will refund the Standard Delivery charge incurred.
- where we collect an item from you, we reserve the right to recover the costs of collection from you.

if you use our FREEPOST address, we will deduct the return postage from your overall refund.

We will not refund the cost of gift-wrapping, your costs in returning the item to us and other services provided to you in connection with your purchase (eg. Express Delivery) UNLESS you are returning the item to us because of an error on our part (or because it is defective) under our 30-day Money-back Policy above.

UNWANTED PRODUCTS - CUSTOM-MADE AND OTHER EXEMPT PRODUCTS

Due to the bespoke nature of Custom-made and other Exempt products we are unable to offer our usual 30 Day Money Back Policy on these items, and due to their nature they are not subject to the right to cancel under the Distance Selling Regulations. These products will be clearly identified as such on their respective product pages.

In addition, certain other products are also exempt from our 30-day Money Back Policy above; these products will be clearly marked on their respective product pages. In the case of these items, the returns period is limited to seven working days following the day of receipt as per the right to cancel under the DSRs above and you shall be responsible for the cost of return.

This does not affect your statutory rights.

FAMILY CREATIVE RESOURCES RESPONSIBILITIES

Family Creative Resources has tried to make the descriptions (including all pictures) of the Products as accurate as possible but you should check the dimensions stated on Family Creative Resources or contact us for exact sizes.

Family Creative Resources shall insure Ordered Products at their retail value whilst being delivered to you. Please check the delivered Products as soon as possible on receipt as we will not cover any subsequent loss or destruction.

Family Creative Resources will provide its services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.

Because of the nature of the Internet Family Creative Resources provides and maintains Family Creative Resources on an "as is", "as available" basis and makes no promise that use of Family Creative Resources will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our website contains links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use Family Creative Resources in breach of these terms you will be liable to and will reimburse Family Creative Resources for any loss or damage caused as a result.

These terms above shall not limit any rights you might have as a consumer that may not be excluded under applicable law nor shall they exclude or limit Family Creative Resources's liability for death or personal injury resulting from its negligence nor any fraudulent representation.

Family Creative Resources will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

Please read the instructions, manuals and other user documentation that comes with your Products carefully. Family Creative Resources is not involved in the manufacture of Products and will not advise on their use or operation or the manufacturer's guidelines. You are urged to use all Products safely and in accordance with the manufacturer's guidelines.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Family Creative Resources excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Family Creative Resources and Family Creative Resources shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- any incorrect or inaccurate information on Family Creative Resources;
- any interruptions to or delays in updating Family Creative Resources;
- the infringement by any person of any Intellectual Property Rights of any third party caused by their use of Family Creative Resources or any Product purchased through Family Creative Resources;
- any loss or damage resulting from your use or the inability to use the Family Creative Resources web site or resulting from unauthorised access to, or alteration of your transmissions or data in circumstances which are beyond our control;
- any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong;
- any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading Family Creative Resources, or from transmissions via emails or attachments received from Family Creative Resources or its licensees and affiliates;
- the availability, quality, content or nature of the other sites on the Internet that are owned and operated by third parties ("External Sites") to which Family Creative Resources link and web sites located on or through any External Site nor for any transactions involving External Sites (including as to 'cookies', personal data, confidential information, or purchases of domain names or other services). You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links, web site or transactions;
- all representations, warranties, conditions and other terms which but for this notice would have effect.

GENERAL

Family Creative Resources may change or withdraw any part of Family Creative Resources, or may refuse you access to the web site at any time if we consider it necessary.

Family Creative Resources may also terminate this Agreement and immediately remove, cancel or suspend access to and use of Family Creative Resources upon breach of any part of these Terms whatsoever.

Termination shall be without prejudice to Family Creative Resources's other rights.

Family Creative Resources acts as principal on its own account and not as agent for you or any other person.

If Family Creative Resources does not enforce any provision of this agreement such will not be considered a continuing waiver.

In the event that any part of these Terms is held to be unenforceable, such part will at Family Creative Resources's option be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.

These Terms constitute the full agreement between you and Family Creative Resources and may only be amended in writing. They apply to the exclusion of all other terms or conditions of contract proposed.

Since we are principally aiming Family Creative Resources at the UK and EU market, we cannot guarantee that it accords with local laws of any other countries (though we will try to make sure it does).

Under current UK legislation it is an offence to sell knives and certain bladed or pointed articles to persons under 18 years of age. When purchasing these products (or other age-restricted products, such as Alcohol) we will ask you to confirm that you are of the age legally required. Where payment is made by you using methods other than Visa/Mastercard or American Express there may be a delay to your order while we verify your age and you may be required to send us proof of age (such as a Driver's License number, or inclusion on the Electoral Roll).

Use of Family Creative Resources and these terms are subject to the laws of England and the jurisdiction of the English Courts.

CONTACTING US

If you would like help when Ordering, information about a Product, a request for a Product or if you would just like to provide us with feedback on our service, please email us at shop@creativefamily.co.uk.

You can also contact us by telephoning 01242 77 11 99 between the office hours of 9am and 5:30pm.