
WEB SALES - TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us to consumers through this website cityev.net ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms and Conditions when ordering Goods. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order Goods through Our Site. These Terms and Conditions, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase and sale of Goods, as explained in Clause 8;
"Goods"	means the goods sold by Us through Our Site;
"Goodwill Guarantee"	means the goodwill guarantee offered by CityEV Ltd., a limited company registered in England under 07487816, whose registered address is Dimmicks Corner 179 Hunts Pond Road, Titchfield Common, Fareham, Hampshire, England, PO14 4PL, which exists to enhance the legal rights of Our customers in the United Kingdom to change their mind and return Goods to Us;
"Order"	means your order for Goods;
"Order Confirmation"	means our acceptance and confirmation of your Order;
"Order Number"	means the reference number for your Order;
"We/Us/Our"	means CityEV Ltd, a company registered in England under 07487816, whose registered address is Dimmicks Corner 179 Hunts Pond Road, Titchfield Common, Fareham, Hampshire, England, PO14 4PL and whose main trading address is Technopole, Kingston Crescent, Portsmouth, PO28FA.

2. Information About Us

2.1 Our Site, cityev.net, is owned and operated by CityEV Ltd. a limited company registered in England under 07487816, whose registered address is Dimmicks Corner 179 Hunts Pond Road, Titchfield Common, Fareham, Hampshire, England, PO14 4PL and whose main trading address is Technopole, Kingston Crescent, Portsmouth, PO28FA. Our VAT number is 104896209.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

4. Business Customers

These Terms and Conditions do not apply to customers purchasing Goods in the course of business.

5. International Customers

Please note that We only sell to customers in the United Kingdom. We do not accept orders from, or deliver to, customers outside the United Kingdom.

6. Goods, Pricing and Availability

- 6.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:
 - 6.1.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays and lighting conditions;
 - 6.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary; and
 - 6.1.3 Due to the nature of the Goods sold through Our Site, there may be up to a 2%% variance in the size, of those Goods between the actual Goods and the description.
- 6.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 11 if you receive incorrect Goods (i.e. Goods that are not as described).
- 6.3 Where appropriate, you may be required to select the required size, model, colour, number of the Goods that you are purchasing.
- 6.4 We cannot guarantee that Goods will always be available. Stock indications are not provided on Our Site
- 6.5 Minor changes may, from time to time, be made to certain Goods between your Order being placed and Us processing that Order and dispatching the Goods, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. Any such changes will not change any main characteristics of the Goods and will not normally

affect your use of those Goods. However, if any change is made that would affect your use of the Goods, suitable information will be provided to you.

- 6.6 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any order that you have already placed (please note sub-Clause 7.9 regarding VAT, however).
- 6.7 All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 10 days, We will treat your Order as cancelled and notify you of this in writing.
- 6.8 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 6.9 All prices on Our Site EXCLUDE VAT. If the VAT rate changes between your Order being placed and us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 6.10 Delivery charges are not included in the price of Goods displayed on Our Site. For more information on delivery charges, please refer to Our site. Delivery options and related charges will be presented to you as part of the order process.

7. Orders – How Contracts Are Formed

- 7.1 Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
- 7.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the Contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding Contract between Us and you.
- 7.4 Order Confirmations shall contain the following information:
 - 7.4.1 Your Order Number;
 - 7.4.2 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;

- 7.4.3 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
- 7.5 In the unlikely event that We do not accept or cannot fulfil your Order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 days.
- 7.6 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Goods.

8. Payment

- 8.1 Payment for Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process. Your chosen payment method will not be charged until We dispatch your Goods.
- 8.2 We accept the following methods of payment on Our Site:
 - 8.2.1 Credit cards; Paypal

9. Delivery, Risk and Ownership

- 9.1 All Goods purchased through Our Site will normally be delivered within 30 calendar days after the date of Our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of Our control, for which see Clause 14).
- 9.2 If We are unable to deliver the Goods on the delivery date, the following will apply:
 - 9.2.1 If no one is available at your delivery address to receive the Goods and the Goods cannot be posted through your letterbox or left in a safe place nominated by you, We will leave a delivery note explaining how to rearrange delivery or where to collect the Goods;
 - 9.2.2 If you do not collect the Goods or rearrange delivery within 10 days, We will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery or collection, We will treat the Contract as cancelled and recover the Goods. If this happens, you will be refunded the purchase price of the Goods themselves, but not the cost of delivery. We may also bill you for any reasonable additional cost that we incur in recovering the Goods.
- 9.3 In the unlikely event that We fail to deliver the Goods within 30 calendar days of Our Order Confirmation (or as otherwise agreed or specified as under sub-Clause 10.1), if any of the following apply you may treat the Contract as being at an end immediately:
 - 9.3.1 We have refused to deliver your Goods; or
 - 9.3.2 In light of all relevant circumstances, delivery within that time period was essential; or
 - 9.3.3 You told Us when ordering the Goods that delivery within that time period was essential.
- 9.4 If you do not wish to cancel under sub-Clause 10.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may treat the Contract as being at an end.

- 9.5 You may cancel all or part of your Order under sub-Clauses 10.3 or 10.4 provided that separating the Goods in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Goods and their delivery will be refunded to you within 7 days. Please note that if any cancelled Goods are delivered to you, you must return them to Us or arrange with Us for their collection. In either case, We will bear the cost of returning the cancelled Goods.
- 9.6 Delivery shall be deemed complete and the responsibility for the Goods will pass to you once We have delivered the Goods to the address including, where relevant, any alternative address you have provided.
- 9.7 Ownership of the Goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
- 9.8 Any refunds due under this Clause 10 will be made using the same payment method that you used when ordering the Goods.

10. **Faulty, Damaged or Incorrect Goods**

- 10.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Goods, please contact Us at office@cityev.net as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement. Your available remedies will be as follows:
 - 10.1.1 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar day right to reject the Goods and to receive a full refund if they do not conform as stated above.
 - 10.1.2 If you do not wish to reject the Goods, or if the 30 calendar day rejection period has expired, you may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund. If you request a repair or replacement during the 30 calendar day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.
 - 10.1.3 If, after a repair or replacement, the Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
 - 10.1.4 If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may

reduce any refund to reflect the use that you have had out of the Goods.

- 10.1.5 Within a period of six years after you have received the Goods (and ownership of them), if the Goods do not last a reasonable length of time, you may be entitled to a partial refund. Please be aware that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.
- 10.2 Please note that you will not be eligible to claim under this Clause 11 if We informed you of the fault(s), damage or other problems with the Goods before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 11 merely because you have changed your mind. If you are a consumer in the European Union you have a legal right to a 14 calendar day cooling-off period, which is further supplemented by Our Goodwill Guarantee, bringing it to a total of 20 calendar days, within which you can return Goods for this reason. Please refer to Clause 12 for more details.
- 10.3 To return Goods to Us for any reason under this Clause 11, please contact Us at office@cityev.net to arrange for a collection and return. We will be fully responsible for the costs of returning Goods under this Clause 11 and will reimburse you where appropriate.
- 10.4 Refunds (whether full or partial, including reductions in price) under this Clause 11 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 10.5 Any and all refunds issued under this Clause 11 will include all delivery costs paid by you when the Goods were originally purchased.
- 10.6 Refunds under this Clause 11 will be made using the same payment method that you used when ordering the Goods [unless you specifically request that We make a refund using a different method].
- 10.7 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

11. Cancelling and Returning Goods if You Change Your Mind

- 11.1 If you are a consumer in the European Union, you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason. This period begins once your Order is complete and We have sent you your Order Confirmation, i.e. when the Contract between you and Us is formed. You may also cancel for any reason before We send the Order Confirmation.
- 11.2 In addition, We offer a further Goodwill Guarantee which extends the legal cooling-off period within which you may change your mind, cancel, and return the Goods as detailed below.
- 11.2.1 If the Goods are being delivered to you in a single instalment (whether single or multiple items), the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s)

the Goods. Our Goodwill Guarantee extends this period to a total of 20 calendar days.

11.2.2 If the Goods are being delivered in separate instalments on separate days, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of Goods. Our Goodwill Guarantee extends this period to a total of 20 calendar days.

11.3 If you wish to exercise your right to cancel under this Clause 12, you must inform Us of your decision within the cooling-off period (as extended by Our Goodwill Guarantee). You may do so in any way you wish, however for your convenience. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:

11.3.1 Telephone: 02393 190339;

11.3.2 Email: office@cityev.net;

11.3.3 Post: Technopole, Kingston Crescent, Portsmouth, PO28FA;

In each case, providing Us with your name, address, email address, telephone number, and Order Number.

11.4 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however please note that you are under no obligation to provide any details if you do not wish to.

11.4.1 If the Goods have been personalised or custom-made for you;

11.5 Please ensure that you return Goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel under this Clause 11.

11.6 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location.

11.7 You may return Goods to Us in person during Our business hours of 09:00 to 17:00, Monday to Friday or you may return them by post or another suitable delivery service of your choice to Our returns address at CityEV Ltd., Technopole, Kingston Crescent, Portsmouth, PO28FA. please contact Us at office@cityev.net or tel; 02393 190339 to arrange for a collection and return. Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause 11. We will also charge you the direct cost to Us of collection if you request that We collect the Goods from you. The cost of returning Goods to Us should not normally exceed the cost of having them originally delivered to you if you use the same carrier

11.8 Refunds under this Clause 11 will be issued to you within 14 calendar days of the following:

11.8.1 The day on which We receive the Goods back; or

11.8.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier than the day under sub-Clause 12.9.1); or

11.8.3 If We are collecting the Goods under sub-Clause 11.7, the day on which you inform Us that you wish to cancel the Contract; or

- 11.8.4 If We have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.
- 11.9 Refunds under this Clause 11 may be subject to deductions in the following circumstances:
- 11.9.1 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. no more than would be permitted in a shop). Please note that if We issue a refund before We have received the Goods and have had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have been handled excessively.
- 11.9.2 Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that We cannot reimburse for premium delivery. We will only reimburse the equivalent standard delivery costs when issuing refunds under this Clause 11
- 11.10 Refunds under this Clause 12 will be made using the same payment method that you used when ordering the Goods.

12. **Our Liability to Consumers**

- 12.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 12.2 We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 12.3 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 12.4 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

13. **Events Outside of Our Control (Force Majeure)**

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- 13.2.1 We will inform you as soon as is reasonably possible;
- 13.2.2 We will take all reasonable steps to minimise the delay;
- 13.2.3 To the extent that we cannot minimise the delay, Our affected obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 13.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 13.2.5 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 7 days of the date on which the Contract is cancelled;

If an event outside of Our control occurs and continues for more than 30 days and you wish to cancel the Contract as a result, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 7 days of the date on which the Contract is cancelled.

14. Communication and Contact Details

- 14.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 02393 190339, by email at office@cityev.net, or by post at CityEV Ltd. Technopole, Kingston Crescent, Portsmouth, PO28FA.

15. Complaints and Feedback

- 15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

16. How We Use Your Personal Information (Data Protection)

- 16.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 16.2 We may use your personal information to:
 - 16.2.1 Provide Our Goods and services to you;
 - 16.2.2 Process your Order (including payment) for the Goods; and
 - 16.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.
- 16.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to

credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

- 16.4 We will not pass on your personal information to any third parties without first obtaining your express permission, except in arranging the direct fulfilment of your order.

17. **Other Important Terms**

- 17.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 17.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions
- 17.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
- 17.6 We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and we will arrange for a full refund (including delivery charges) which will be paid within 7 days of your cancellation.

18. **Law and Jurisdiction**

- 18.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 18.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 18.3 If you are a business, any disputes concerning these Terms and Conditions,

the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

WEB SITE USE TERMS AND CONDITIONS

BACKGROUND:

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19. Definitions and Interpretation

19.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;
"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
"User"	means a user of Our Site;
"User Content"	means any content submitted to Our Site by Users.
"We/Us/Our"	means CityEV Ltd. 07487816, whose registered address is Dimmicks Corner 179 Hunts Pond Road, Titchfield Common, Fareham, Hampshire, England, PO14 4PL and whose main trading address is Technopole, Kingston Crescent, Portsmouth, PO28FA.

20. Information About Us

20.1 Our Site, cityev.net, is owned and operated by CityEV Ltd. a limited company registered in England under 07487816, whose registered address is Dimmicks Corner 179 Hunts Pond Road, Titchfield Common, Fareham, Hampshire, England, PO14 4PL and whose main trading address is Technopole, Kingston Crescent, Portsmouth, PO28FA. Our VAT number is 104896209.

21. Access to Our Site

- 21.1 Access to Our Site is free of charge.
- 21.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 21.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and

without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

22. Accounts

- 22.1 Certain parts of Our Site (including the ability to purchase goods from Us) may require an Account in order to access them.
- 22.2 You may not create an Account if you are under 16 years of age. When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 22.3 We recommend that you choose a strong password for your Account, consisting of combination of lower case, upper case letter, numbers & symbols. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at office@cityev.net. We will not be liable for any unauthorised use of your Account.
- 22.4 You must not use anyone else's Account without the express permission of the User to whom the Account belongs.
- 22.5 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the Data Protection Act 1998, as set out in Clause 17.
- 22.6 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access.

23. Intellectual Property Rights

- 23.1 With the exception of User Content (see Clause 6), all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 23.2 Subject to sub-Clauses 5.3 and 5.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 23.3 You may:
 - 23.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 23.3.2 Download Our Site (or any part of it) for caching;
 - 23.3.3 Print one copy of any page(s) from Our Site;
 - 23.3.4 Download extracts from pages on Our Site; and
 - 23.3.5 Save pages from Our Site for later and/or offline viewing.
- 23.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

- 23.5 You may not use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.
- 23.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; the making of personal copies for private use; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

24. **User Content**

- 24.1 User Content on Our Site includes (but is not necessarily limited to) support requests and purchasing information.
- 24.2 An Account is required if you wish to submit User Content. Please refer to Clause 4 for more information.
- 24.3 You agree that you will be solely responsible for your User Content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 12.
- 24.4 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.3. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 24.5 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating and promoting Our Site. In addition, you also grant Other Users the right to copy and quote your User Content within Our Site.
- 24.6 We may reject, reclassify, or remove any User Content from Our Site where, in Our sole opinion, it violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

25. **Links to Our Site**

- 25.1 You may link to Our Site provided that:
- 25.1.1 You do so in a fair and legal manner;
 - 25.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 25.1.3 You do not use any logos or trade marks displayed on Our Site without Our express written permission; and

- 25.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 25.2 You may not link to any page other than the homepage of Our Site, cityev.net and chargersanywhere.com Deep-linking to other pages requires Our express written permission. Please contact Us at office@cityev.net for further information.
- 25.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at office@cityev.net for further information.
- 25.4 You may not link to Our Site from any other site the main content of which contains material that:
- 25.4.1 is sexually explicit;
 - 25.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 25.4.3 promotes violence;
 - 25.4.4 promotes or assists in any form of unlawful activity;
 - 25.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
 - 25.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 25.4.7 is calculated or is otherwise likely to deceive another person;
 - 25.4.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 25.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.4);
 - 25.4.10 implies any form of affiliation with Us where none exists;
 - 25.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
 - 25.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 25.5 The content restrictions in sub-Clause 7.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 7.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

26. **Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites

are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

27. **Disclaimers**

- 27.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action
- 27.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 27.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this exception does not apply to information concerning goods for sale through Our Site. Please refer to Our Sale of Goods Terms and Conditions.

28. **Our Liability**

- 28.1 The provisions of this Clause 10 apply only to the use of Our Site and not to the sale of goods, which is governed separately by Our Sale of Goods Terms and Conditions.
- 28.2 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site.
- 28.3 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 28.4 If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 28.5 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. However, subject to sub-Clause 9.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 28.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes

including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

- 28.7 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted under English law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

29. **Viruses, Malware and Security**

- 29.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 29.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 29.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 29.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 29.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 29.6 By breaching the provisions of sub-Clauses 11.3 to 11.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

30. **Acceptable Usage Policy**

- 30.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 12. Specifically:
- 30.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- 30.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- 30.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- 30.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 30.2 When submitting User Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:
- 30.2.1 is obscene, deliberately offensive, hateful or otherwise inflammatory;

- 30.2.2 promotes violence;
 - 30.2.3 promotes or assists in any form of unlawful activity;
 - 30.2.4 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
 - 30.2.5 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 30.2.6 is calculated or is otherwise likely to deceive;
 - 30.2.7 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
 - 30.2.8 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 12.2);
 - 30.2.9 implies any form of affiliation with Us where none exists;
 - 30.2.10 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 30.2.11 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 30.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 12 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:
- 30.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
 - 30.3.2 remove any User Content submitted by you that violates this Acceptable Usage Policy;
 - 30.3.3 issue you with a written warning;
 - 30.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 30.3.5 take further legal action against you as appropriate;
 - 30.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 30.3.7 any other actions which We deem reasonably appropriate (and lawful).
- 30.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

31. **Changes to these Terms and Conditions**

- 31.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

31.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

32. **Contacting Us**

To contact Us, please email Us at office@cityev.net or using any of the methods provided on Our contact page at www.cityeve.net.

33. **Communications from Us**

33.1 If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, and changes to your Account.

33.2 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at office@cityev.net or via telephone, 02393 190339, or by post, CityEV Ltd., Technopole, Kingston Crescent, Portsmouth, PO28FA.

34. **Data Protection**

34.1 Any and all personal information that We may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.

34.2 We may use your personal information to:

34.2.1 Provide and administer your Account;

34.2.2 Reply to any communications you send to Us;

34.2.3 Send you important notices, as detailed in Clause 16;

34.3 We will not pass on your personal information to any third parties, except in direct connection with the fulfilment of your order.

35. **Law and Jurisdiction**

35.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

35.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.