

1.

INTRODUCTION

- 1.1 You will be able to access most areas of this Website without registering your details with us.
- 1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

2. **ORDERING FROM US**

- 2.1 Payment transactions are processed through our nominated payment service providers, PayPal and Google Checkout. Star Ceiling Kits do not process any credit card information and do not receive or store financial details.
- 2.2 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. You will receive an email receipt from the payment service provider (PayPal or Google Checkout) detailing the payment made.
- 2.3 Our acceptance of an order takes place when we despatch the order. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.
- 2.4 We may refuse to accept an order:
 - (a) where goods are not available;
 - (b) where we cannot obtain authorisation for your payment;
 - (c) if there has been a pricing or product description error; or
 - (d) if you do not meet any eligibility criteria set out in our terms and conditions.

3. **PRICING**

- 3.1 We are not currently registered for VAT, therefore no VAT is payable on purchases. At such time we do become UK VAT registered then all prices will have VAT added (where applicable) at the current rates after this time.
- 3.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are shown during the checkout process and the total order value is shown.
- 3.3 Our prices are reviewed regularly and may be changed at any time without notice.
- 3.4 For international orders, the recipient is responsible for any customs fees which may be charged, including duties, taxes, brokerage fees, and any other fees assessed at the border before delivery.
- 3.5 Customers will be given the opportunity to purchase products in either Pounds Sterling, US dollars, Euros, or Australian dollars. Different prices may be set for each currency and may not be equal depending on the current exchange rates.

4. **CANCELLATION AND RETURNS POLICY**

- 4.1 If you wish to cancel your order:
 - (a) You can notify us by email to sales@starceilingkits.net before we have dispatched the goods to you; or
 - (b) Where goods have already been dispatched to you, by returning goods to us in accordance with clause 4.2 below.
- 4.2 We offer an exchange or refund policy on any products, returned within 21 days of delivery. In the event that the goods are faulty please e-mail sales@starceilingkits.net detailing the problem and we will respond within 24 hours (Mon-Sat).
- 4.3 Your rights to return goods are protected under the EU Distance Selling Directive which can be found at <http://www.opsi.gov.uk/si/si2000/20002334.htm> (applies to EU customers only)
- 4.4 The costs of returning goods will be paid by the customer. Postage and packaging costs cannot be refunded.
- 4.5 Products must be returned in "as sold" condition. Goods may not be returned in the event that the product has been used or damaged

5. LICENCE

5.1 You are permitted to print and download extracts from this Website for your own use on the following basis:

- (a) no documents or related graphics on this Website are modified in any way;
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

5.3 Subject to clause 5.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 Any rights not expressly granted in these terms are reserved.

6. SERVICE ACCESS

6.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

6.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

7. VISITOR MATERIAL AND CONDUCT

7.1 Other than personally identifiable information, which is covered under the Privacy Policy detailed on this website, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

7.2 You are prohibited from posting or transmitting to or from this Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- (b) for which you have not obtained all necessary licences and/or approvals;
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 You may not misuse the Website (including, without limitation, by hacking).

7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

8. LINKS TO AND FROM OTHER WEBSITES

8.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

8.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the Star Ceiling Kits logo;
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information about us;
- (e) you do not otherwise use any Star Ceiling Kits trade marks displayed on this Website without our express written permission;

- (f) you do not link from a website that is not owned by you; and
 - (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
We expressly reserve the right to revoke the right granted in this clause 8.2 for breach of these terms and to take any action we deem appropriate.
- 8.3 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 8.2.

9 DISCLAIMER

- 9.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.
- 9.2 The material on this Website is provided 'as is' without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

10. LIABILITY

- 10.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.
- 10.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.
- 10.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

11 GOVERNING LAW AND JURISDICTION

- 11.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 11.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

12 PRIVACY POLICY

- 12.1 Star Ceiling Kits will not disclose buyers' information to third parties other than when order details are processed as part of the order fulfilment.
- 12.2 This website only collects personal information that you choose to provide voluntarily when placing an order, contacting us, or otherwise explicitly volunteering personal information. This includes information that can identify you as a specific individual, such as your name and e-mail address. You can browse our site without submitting any personal information, but you will need to do so in order to place an order.
- 12.3 When you visit this website, we record your Internet provider's domain name and top level domain; information identifying the web browser you are using; and the paths taken as you move from page to

page (i.e., your click-stream activity). We occasionally use standard web server log files to help us count visitors and evaluate our site's technical capacity. We occasionally use this information to find out how many people visit this website, help us arrange the pages in the most user-friendly way, keep the site browser-friendly, and to make our pages more useful to our visitors. We record information on site traffic but not information on individual visitors to our site, so no information about you in particular will be kept or used.

13 MISCELLANEOUS

- 13.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions
- 13.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.
- 13.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.