

Terms and Conditions

These terms and conditions (“the Terms”) govern the users (“you” or “your”) use of the website www.scarletopus.com (“the Website”) and your relationship with Scarlet Opus Limited, whose Registered Address is 33 Harrison Road, Halifax, HX1 2AF, England (“we”, “our” or “us”). Please read them carefully as they affect your rights and liabilities under law. If you do not agree to these Terms, please do not access nor use the Website. If you have any queries regarding these Terms then please contact us.

Use of the Website

1. Agreement

By using the Website you agree to be bound by these Terms.

2. Amendments

We reserve the right to:

- Update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms; and
- Modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents.

3. Registration

You warrant that:

- The personal information which you are required to provide when you register is true, accurate, current and complete in all respects; and
- You are not impersonating any other person or entity
- You will notify us immediately of any changes to the personal information by using our contact form or telephoning us at: +44 (0) 1482 870 360

4. Privacy Policy

We will treat all your personal information:

- As confidential and will only disclose the same in the circumstances set out below; and
- In accordance with Data Protection legislation from time to time in force in England and Wales.
- When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment information. We confirm that this information will be held by us in accordance with the registration we have with the Data Commissioner’s office.

We will use your personal information for the following purposes:

- Processing your orders
- To administer this Website
- For statistical purposes to improve this Website and its services to you
- If you have consented during the registration process, to notify you of products or special offers that may be of interest to you

- Your data will also be used by our credit card processing company.

If you have consented during the registration process, but do not want us to contact you regarding products or services which may be of interest to you then please email us at enquiries@scarletopus.com or write to us at Scarlet Opus Limited, The Hall, Lairgate, Beverley, East Riding of Yopkshire. HU17 8HL and notify us accordingly.

Subject to your rights of objection, you agree that personal information may be disclosed to reputable third parties who will help process your order.

You should be aware that if we are requested by the police or any other regulatory authority investigating suspected illegal activities to provide your personal information, we are entitled to do so.

5. Compliance

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use.

You agree not to upload or transmit through the Website:

- Any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; and
- Any material which is defamatory, offensive or of an obscene character

6. Indemnity

You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information.

7. Third Party Links

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. For your information, we are not responsible for such websites or material nor do we review or endorse these. We will not be liable, whether directly or indirectly, for the privacy practices or content of such websites nor for any damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

General

8. Intellectual Property

The content of the Website and our text messages are protected by copyright, trademarks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licensors.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

9. Limitation of Liability

Notwithstanding any other provision in the Terms, nothing in these Terms:

- Affect or limit your rights as a consumer under English law
- Will exclude or limit our liability for death or personal injury resulting from our negligence
- The Website is provided on an “as is” and “as available” basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided to by you. You must bear the risk associated with the use of the Internet.

Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct this as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

- Incompatibility of the Website with any of your equipment, software or telecommunications links
- Technical problems including errors or interruptions of the Website or your mobile phone network
- Unsuitability, unreliability or inaccuracy of the Website
- Inadequacy of the Website to meet your requirements

To the full extent allowed by applicable law, you agree that we will not be liable to you or any third party for any consequential or incidental damages (both of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Website.

10. Severance

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

11. Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

12. Entire Agreement

These Terms form the entire basis form the entire basis of any agreement reached between you and us.

13. Law and Jurisdiction

Where you contract with Scarlet Opus Limited, the Terms will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the English courts.