

Privacy Policy

You can access our home page and browse our site without disclosing your Personal Data. However, by submitting Personal Data to us you accept the Website Terms of Use and accept that we may process your Personal Data in accordance with the Website Terms of Use and this Privacy Policy. Please read the following Privacy Policy to understand how we use and protect the information that you provide to us or how we may use and protect it in the future.

We are committed to integrity and professionalism in all areas of our services and therefore we take our obligations under the Data Protection Act 1998 (the "Act") very seriously. We will use reasonable endeavours to protect your privacy and ensure that Personal Data (as defined in the Act) is used only for the purposes below.

If you are providing Personal Data to us on someone else's behalf you must have their consent.

We reserve the right to make changes to this Privacy Policy at any time. Changes will be set out here so that you always know how we will use the Personal Data that you give us, and to whom we might disclose it.

Our Details

Our details are:

CouchRolls.co.uk

12 Main Street

Coln St Aldwyns

GL7 5AN

Your Personal Data

We may collect the following types of Personal Data from you:

- Name;
- E-mail Address;
- Telephone Number; and
- Address

When you are browsing our site we may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. We will not use this information to identify you in any way.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies

contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

We collect data (information and statistics) about all usage of this site in aggregate form. This includes, for example, which area of the site users visit most frequently; it helps us to determine which parts of the site are most useful to our visitors so that we can continuously improve the online experience for our users.

Our Use of Your Data

Any Personal Data (which includes your name, address and any other details you provide to us which concern you as an individual) that we collect via the site shall be collected and processed in accordance with the Act and we shall only use it for:

Providing access to browse our site;

Providing the goods and services you have requested;

Contacting you regarding our goods and services;

Responding to your enquiries or processing your requests in relation to your information;

Administering and maintaining our customer records;

For system administration and to monitor your usage of the site;

Providing other marketing information which we think you may find of interest;

Undertaking product or customer research and development; and

Please see below for details regarding the use of your data by third parties.

If we are aware of opportunities in relation to our services which we think you may find of interest we may send you alerts by e-mail (but such alerts shall not extend to contacting you by SMS text). Should you decide that you do not wish to receive such e-mails you will be able to unsubscribe to this facility from any alert e-mail that we have sent you.

By using this site you consent to us using your Personal Data for the purposes described herein.

Use of your Personal Data by Third Parties

We may pass your Personal Data to our professional advisors for these purposes. Each of the companies or individuals authorised to process your information will do so in accordance with this Privacy Policy.

Your information will not be disclosed to government or local authorities or other government institutions save as required by law or other binding regulations.

In the unlikely event that a liquidator, administrator or receiver is appointed over us or all or any part of our assets, that insolvency practitioner may transfer your information to a third party purchaser of the business provided that purchaser undertakes to use your information for the same purposes as set out in this policy. We undertake not to provide your Personal Data to third parties save in accordance with this policy.

Maintaining our Records

We will retain your Personal Data for no longer than necessary. Please tell us if you would like us to remove your Personal Data from our records for any reason.

While we hold your Personal Data, we may contact you for the purposes of ensuring your Personal Data is up to date. We encourage you to provide full Personal Data and you may at any time inform us of any incorrect or out of date details so that we can provide the best possible service.

You agree to provide Personal Data which is in all respects true, accurate and up to date and is not, in any respect, misleading, deceptive or inaccurate or likely to mislead or deceive.

Data Security

We undertake to take reasonable steps, including the implementation of security policies, rules and technical measures, necessary to protect the Personal Data that we have under our control from unauthorised access, improper use and disclosure, unauthorised destruction or accidental loss.

Although we will do our best to protect your Personal Data, transmission of data over the internet is not completely secure. We cannot guarantee the security of data transmitted to our site, and any transmission is at your own risk. Once we have received your Personal Data we will use strict procedures and security features to try and prevent unauthorised access.

Other Websites

Where our site contains links to other websites owned by third parties and not covered by this Privacy Policy, if you access such other websites using the links provided, the operators of these websites may collect information from you which will be used by them in accordance with their privacy policy which may differ from ours. We shall not be responsible for the actions of such third party operators.

Requesting Information

You may ask us whether we are storing Personal Data about you by e-mailing us at info@couchrolls.co.uk and if you wish we will provide you with a copy of the Personal Data we hold about you by e-mail. For your protection we may ask for proof of your identity before providing any information and reserve the right to

refuse to provide information requested if your identity is not established to our satisfaction.

If you have any enquiry or concern about our Privacy Policy or the way in which we are handling Personal Data please contact:

info@couchrolls.co.uk.

Terms and conditions

These Conditions of Sale are applicable to the United Kingdom.

Please read these Conditions of Sale carefully before ordering any goods ("Goods") from our online shop ("Shop") on our site. You should understand that by ordering any of our Goods, you agree to be bound by these Conditions of Sale. Please understand that if you refuse to accept these Conditions of Sale, you will not be able to use the site or order any Goods from the site. You should print a copy of these Conditions of Sale for future reference. A printed copy of these Conditions of Sale shall be admissible in judicial or administrative proceedings.

Your use of this site in its entirety is governed by the **Website Terms of Use**.

Our use of any Personal Data provided by you to us on this site is governed by the **Privacy Policy**.

Use of the Site and Shop

If you wish to order Goods from the site you will need to complete the quantity box. You will then be able to place an order for the Goods by accessing a check out screen where you will enter your address and payment information before completing a payment screen.

Please do not email your credit or debit card details to us. We accept no responsibility for the security of card details e-mailed to us in this way.

You should ensure that any information you provide to us (including without limitation your name, address and bank details) is complete, accurate and current.

Once you have clicked the Buy Now button please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Goods. All orders are subject to acceptance by us and we will confirm such acceptance to you by sending you an Order Confirmation and a Payment Confirmation (as defined

below) and ultimately by dispatching your Goods. The contract between us will only be formed when we dispatch your Goods.

After submitting an order for Goods we will send you an e-mail to confirm your order ("Order Confirmation"). Your credit/debit card will then be charged and subject to our receipt of verification from our third party payment provider in respect of your payment details, the Goods will be dispatched to you in accordance with the section headed "Delivery" below.

Upon receipt of confirmation that your payment has been received we will also confirm this by sending a payment confirmation ("Payment Confirmation") to you verifying that payment has been processed.

At our sole discretion, we reserve the right to:

Refuse access to the Shop and our site;

Suspend or terminate access to the site and/or the Shop although where we suspend or terminate access to the site for operational purposes we will take all reasonable steps to resume availability as soon as possible;

To suspend your access to and use of the site and Shop without notice if we discover that you are in breach of any of these Conditions of Sale or those set out in the site Terms of Use and you agree to indemnify us against all losses, damages, costs and expenses which it suffers as a result of any such breach;

Delete, vary or change any content on the Shop or site at any time;

Terminate or cancel orders (although we will use reasonable endeavours to confirm that the order has been cancelled or terminated and we will not charge you for any orders which we cancel for reasons which are not due to your default).

Service Availability

Our site is only intended for use by people resident in the UK.

Your Status

By placing an order through the Shop you warrant that:

You are legally capable of entering into binding contracts;

You are over 18 years of age;

You are resident in the UK.

Third Parties

We may also provide links on our site to the sites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose site we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. In such cases we accept orders as agents for those third parties. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

Basis of Sale

The information on the site is for information purposes only. This material does not constitute advice and you should not rely on any material on this site to make any decision or take any action.

We may at our discretion from time to time vary the design of the Goods from those advertised without notice to you provided that any such variations do not constitute material alterations to the Goods. We further reserve the right to change prices and information relating to the Goods on the site from time to time although any such change will not be made between submission of an order and our acceptance as set out in the "Use of Site and Shop" section.

Where you buy any Goods from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions and we shall have no liability with regard to the products or sites of third party sellers.

The information on this site may be updated from time to time and may be out of date when viewed by you. No responsibility for keeping the information in these pages up to date is taken by us nor do we accept any liability for failing to do so.

We cannot guarantee that this site is free from computer viruses or any other malicious or impairing computer program and you should take all relevant precautions to protect your computer systems from unauthorised access. Technical inaccuracies and typographical errors may appear on the pages of this site from time to time.

Cancellation

In accordance with the Distance Selling Regulations, any goods can be returned for any reason within 7 working days for a refund, less carriage costs.

If you have ordered the wrong product, it will be at your expense to return these goods to us. They need to be returned in the same packaging and in a resalable condition or you will be charge for the products.

If you receive any damaged or defective goods these will be replaced free of charge. If they are found not to be defective or damaged you will be charged for those goods.

If you have received a discounted rate on your order and you return goods that will take you below that discount rate you will then be charged the difference.

This provision does not affect your statutory rights.

Price of the Goods

The price of the Goods will be as quoted on our site from time to time, except in cases of obvious error.

The prices stated are exclusive of VAT and exclusive of delivery costs, which are quoted separately.

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Payment Confirmation.

Our Shop catalogue contains a number of Goods and it is always possible that, despite our best efforts, some of the Goods listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where the correct price of Goods is less than our stated price, we will charge the lower amount when dispatching those Goods to you. If the correct price of Goods is

higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods or reject your order and notify you of such rejection.

We are under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you a Payment Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

Payment for all Goods must be by credit or debit card. We accept payment with Visa, Visa Electron, Visa Delta, MasterCard, Maestro and Solo. Unfortunately we are unable to accept JCB, Diners and American Express through the site. For an order to be processed you will need to provide the cardholder's name as it is shown on the card as well as the postcode that appears on the card statement. Neither we nor our online payment provider accept any responsibility for incorrect or incomplete details submitted on the site.

Delivery

Delivery of the Goods shall be made by us arranging for dispatch of the Goods to your delivery address detailed in the order.

Delivery must be to an address in the United Kingdom.

Upon receipt of confirmation that your payment has been received it is our aim to dispatch the Goods on the next working day but such date is not guaranteed nor shall the time for delivery be of the essence. If for any reason it is not possible to dispatch the Goods within this timescale we will endeavour to contact you to inform you that this is the case.

The date for delivery shall be extended by a reasonable period if there is any delay caused by industrial dispute or by any cause beyond our reasonable control.

We shall under no circumstances be liable to compensate you in respect of late delivery.

Risk and Property

Risk of damage to or loss of the Goods shall pass to you at the time of delivery.

Notwithstanding any other provision of these Conditions of Sale, the property in the Goods shall not pass to you until the later of:

Our receipt of cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by us to you; or

Delivery.

Warranties and Liabilities

We do not give to you any guarantees, conditions or warranties –whether express or implied by statute or common law or otherwise except that this clause shall in no way exclude any warranties, conditions or other terms where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contracts Terms Act 1977).

We will be under no liability:

In respect of any defect arising from fair wear and tear, wilful damage, negligence, failure to follow our instructions (whether oral or in writing), misuse, alteration, or repair of the Goods without our approval;

Nothing in these Conditions of Sale excludes or limits our liability in respect of death or personal injury caused by our negligence or any breach of the statutory implied terms as to title of Goods or for fraud or any other liability which by law we are not permitted to limit or exclude.

Save for any rights which subsist at law in respect of your purchase of Goods as a consumer (which shall remain unaffected) and except as expressly provided in these Conditions of Sale, we shall not be liable to you by reason of any representation (other than fraudulent misrepresentation) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions of Sale for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever (and whether caused by our negligence or that of our employees or agents or otherwise) which arises out of or in connection with the supply of the Goods or their resale to you.

Subject to the above paragraph our total liability whether in contract, tort (including negligence) and breach of statutory duty or otherwise will not exceed the price of the Goods to which the claim relates.

Subject as expressly provided in these Conditions of Sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Refunds

When you cancel an order for Goods and you have returned an item to us and we have examined the item, we will notify you of your refund via e-mail within a reasonable period of time.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we received your cancellation or the day we confirmed to you via e-mail that you were entitled to a refund for delivery of the defective Goods.

Force Majeure

We shall not be liable to you or be deemed to be in breach of these Conditions of Sale by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

Act of God, explosion, flood, tempest, fire or accident;

Strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or those of third parties);

War or threat of war, sabotage, insurrection, civil disturbance or requisition; import or export regulations or embargoes;

Difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

Indemnity and Intellectual Property Right Ownership

You acknowledge that the copyright in the contents of all the pages in this site is owned or licensed to us. The copying, reproduction, modification, downloading or use in any form of the contents of this site without our prior written permission is strictly forbidden, unless this occurs incidentally while using the site for private and non-commercial use.

You shall indemnify us and keep us indemnified against all costs, expenses, damages and demands incurred by us in respect of:

Any alleged infringement of the patents, trade marks, copyright, design or other intellectual property rights used by us at your request;

Any alleged breach or infringement of any statute or regulation concerning the preparation, marketing and distribution of the Goods sold by you;

Any alleged breach of any statute relation to trade descriptions or weights and measures where we rely or have relied upon information relating thereto or labels provided by you, and the breach does not arise from our negligence or default;

Any claims arising and made under the Consumer Protection Act 1987 and which arise by reason of or in connection with a defect in the Goods or in the end product manufactured and/or supplied by you in which the Goods are comprised, which defect is attributable either to the compliance by us with the instructions given by you or to your design of the end product.

Use trade marks supplied on the Goods' packaging or labelling or any word confusingly similar to any of the same as, or as part of, its corporate or trading name;

Apply for or obtain registration of any of the trade marks used on or supplied on the packaging or labelling of the Goods (or any trade or service mark which comprises of such trade marks or any confusingly similar word or words or logo) for any goods or services in any country;

Do or omit to do anything which may diminish or devalue:

The reputation, image or prestige of; or

Our rights in or to; or

Impair any registration of any of the trade marks or intellectual property rights used on or supplied with the Goods.

You shall promptly give notice in writing to us if you become aware that there is any infringement or suspected infringement of the trade marks or other intellectual property rights supplied or used on the packaging or labelling and in instances where the disposal of the Goods infringes the rights of any third party.

In the case of any matter falling within the above paragraph:

We shall in our absolute discretion determine what action if any shall be taken;

We shall have sole control over and shall conduct any action as we shall deem necessary in pursuance of the above clause;

You shall have no right to make any demands or bring any claim, effect any settlements or take any other action in respect of any infringement or suspected infringement without our prior consent (in writing and signed by a duly authorised representative); and

You shall pay all costs in connection with any such action and shall be entitled to all damages and other sums which may be paid or awarded as a result of any such action.

Confidentiality

Each party shall treat as confidential all information obtained from the other under this Contract and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which becomes known to such party from a source other than the other party to this Contract. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. If we appoint any sub-contractor then we may disclose confidential information to such sub-contractor subject to such sub-contractor giving you an undertaking in similar terms to the

provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of these Conditions of Sale.

General

Any notice to either party under these Conditions of Sale shall be in writing by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at or sent by prepaid first class post, prepaid recorded delivery, telex, facsimile or email to the address of the party as notified in writing from time to time. Applicable laws require that some of the information or communications we send to you should be in writing. When using our site or Shop, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Either party may, in whole or in part, compound, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it under these Conditions of Sale by the other party without in any way prejudicing its rights in respect of any other liability or right so released, compounded, compromised, waived or postponed.

No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, or impair or preclude any further exercise of that or any right, power or remedy arising under these Conditions of Sale or otherwise.

These terms and conditions and any document expressly referred to in them (including the Privacy Policy and site Terms of Use) represent the entire agreement between the parties in relation to the subject matter and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

To the extent that any provision of these Conditions of Sale is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these Conditions of Sale, it shall not affect the enforceability of the remainder of these Conditions of Sale nor shall it

affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

Any reference in these Conditions of Sale to any provision of a statute shall be construed to that provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions of Sale are for convenience only and shall not affect their interpretation.

For the purposes of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of these Conditions of Sale to be enforced by third parties but any third party right which exists independently of that Act is preserved.

We have the right to revise and amend these terms and conditions from time to time.

You will be subject to the policies and terms and conditions in force at the time that you order Goods from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Payment Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Goods).

Governing Law and Jurisdiction

These Conditions of Sale shall be governed by and construed in accordance with English law.

Each of the parties irrevocably submits for all purposes in connection with these Conditions of Sale to the exclusive jurisdiction of the courts of England.

Website Terms of Use

These Website Terms of Use apply to your use of this site www.couchrolls.co.uk and any e-mail correspondence between us and you. Your use of the site indicates your acceptance of these Website Terms of Use, which are issued by CouchRolls.co.uk. If

you do not agree with any of these Website Terms of Use, you do not have permission to continue using the site and should leave it immediately. The use of your Personal Data is governed by our Privacy Policy.

Your Use of This Site

You must not use this site inappropriately or in contravention of any laws. In particular you agree not to distribute, upload or publish any material or files that might:

Be considered defamatory, inaccurate, threatening, offensive, indecent or calculated to incite hatred;

Constitute a breach of confidence, infringe copyright or any other intellectual property right, privacy or any other right of a third party; or

Contain viruses or other harmful features, programs or devices.

You are responsible for the accuracy of any information you submit to the site. We are not responsible for the accuracy of information submitted to us by users.

Any Personal Data you provide to us is collected and processed in accordance with the terms of our Privacy Policy.

Intellectual Property

All site design, text, graphics and their selection and arrangement, unless otherwise indicated, are Copyright © CouchRolls.co.uk, all rights reserved and all other intellectual property rights in the site are owned by CouchRolls.co.uk or its licensors. Accordingly, no part of this site (or its source code) may be used, transferred, copied, downloaded or reproduced in whole or in part in any manner other than for the purposes of utilising this site (meaning that you may only display it on your computer screen and print it out on your printer for the sole purpose of viewing its content).

Trade marks and logos used on this site are the property of their respective owners. These trade marks are protected by law and you may not use these trade marks. Nothing in these terms or conditions shall be deemed to vest any rights in such trade marks, logos or any other intellectual property rights in you or any third party.

You are not permitted to modify the content of this site in any way.

Links

Any links from this site to other websites are provided solely for your convenience. We are not responsible for the direct or indirect consequences of you linking to any other website from this site. We are not responsible for and have no control over the content, accuracy or functionality of any external websites. The provision of a link is not an endorsement of any other website or its contents (or products sold or offered thereon).

You may not create a link to this site without our express written permission.

Alterations

We may alter this site and these terms, conditions and disclaimers at any time.

Disclaimer

We do not make any representation or give any warranty or other assurance (and all such warranties, terms and representations that might otherwise apply by operation of law, practice or otherwise are hereby excluded to the fullest extent permitted) as to:

The operation, quality, timeliness, reliability, usefulness or functionality of this site or any information on this site;

The availability of this site. Access to this site may be interrupted, restricted or delayed for any reason and at any time e.g. to enable changes to be made to the site;

The compatibility or performance of this site with (or its effect on) your computer equipment;

this site being free from errors, defects, viruses or other harmful features, programs or devices;

The accuracy, completeness, suitability, timeliness or fitness for any particular purpose of any content on this site or of any content accessed through a link on this site.

Limitation of Liability

We are not liable for and disclaim to the fullest extent permissible under any applicable law all liability and responsibility in connection with the use, inability to use or the results of use of this site for any amount or kind of loss, damage, expenses, costs or liability that you or any third party may suffer, including without limitation any direct, indirect, punitive, special or consequential loss or damage or any loss of income, profits, anticipated savings, goodwill or data whether arising in tort, contract, operation of law or otherwise.

If any of these terms and conditions would otherwise be held invalid, the invalid term or condition shall be interpreted as applicable only to the extent permitted without being invalid and the remainder of the terms and conditions shall not be affected.

Transactions Concluded Through our Site

Contracts for the supply of Goods formed through this site are governed by our Conditions of Sale.

Governing Law

These terms and this disclaimer and any claim based on use of information from this site shall be governed by the English law and you agree to submit to the exclusive jurisdiction of the Courts of England.