

Leaving the Police

Terms and Conditions

Please read all of these terms and conditions.

So that we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything contained herein, please contact via the website www.leavingthepolice.co.uk

Application

1. These Terms and Conditions will apply to the purchase of the services and/or goods by you (the **Customer** or **you**). We are Leaving the Police, whose trading name is Carmdale Limited, a company registered in England and Wales under the number 07562677 whose registered office is at April Cottage, Winterbourne, Berkshire, RG20 8BB, with email address info@leavingthepolice.co.uk (the **Supplier** or **us** or **we**)
2. These are the terms on which we sell all Services to you. Before placing an order on our Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I accept'. If you do not click on the button, you will not be able to complete your order. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. **Consumer and Customer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Member** is a paid-up subscriber of our website Membership, providing you with access to the Members' Area and all other entitlements associated with being a member.
5. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
6. **Delivery Location** means the Supplier's premises or other Location where the Services are to be supplied, as set out in the Order;
7. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, purposes of the information, and allows the unchanged reproduction of the information stored;
8. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;

9. **Order** means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on our Website;
10. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via our Website;
11. **Services** means the services advertised on our Website, including any Goods, of the number and description set out in the Order;
12. **Website** means our Website, www.leavingthepolice.co.uk, on which our Services are advertised.

Services

13. The description of our Services and any Goods is as set out in our Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be some small discrepancies in the size or colour of any Goods supplied.
14. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
15. All Services which appear on our Website are subject to availability.
16. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes as and when they occur.

Customer Responsibilities

17. As a customer or member you agree to use our products and services for your own private use, agree not to share them anyone and not to share your Leaving the Police login details.
18. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect upon written notice to you.
19. You agree to act as a reasonable and decent individual when making use of the Leaving the Police closed Facebook group. We reserve the right, without explanation, to remove any person, Member or otherwise, from the close Facebook Group.

Personal Information and Registration

20. When registering to us our Website, you must set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone and keep them secret to you only.
21. We retain and use all information strictly under the Privacy Policy.
22. We may contact you by using email or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

23. The description of the Services and any Goods on our Website does not constitute a contractual offer to see the Services or Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
24. The Order process is set out on our Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
25. A Contract will be formed for the Services order when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order, you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contact, but in any event not later than the delivery of any Good supplied under the Contract, and before performance begins of any of the Services.
26. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 7 days from its date, unless we expressly withdraw it at an earlier time.
27. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
28. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

Fees and Payment

29. The fees (**Fees**) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on our Website at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
30. Fees and charges include VAT at the rate applicable to the time of the Order.
31. You may pay online by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services.

Delivery

32. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement;
 - a. In the case of Services, within a reasonable time; and

- b. In the case of Goods, without undue delay and, in any event, in the case of tangible goods, not more than 30 days after the day on which the Contract is entered into.
- 33. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or Charges by an appropriate amount (including the right to receive a refund of anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or Charges.
- 34. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
 - a. We have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
 - b. After we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
- 35. We do not generally deliver Goods to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
- 36. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reasons, subject to the above provisions and provided you are not liable for extra charges.
- 37. If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
- 38. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

- 39. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
- 40. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.
- 41. All electronic materials contained on the Leaving the Police website, all downloads and documentation remain the copyright and intellectual property of Carmdale Ltd. By being a member of Leaving the Police you may download and view or use such materials during your membership period and retain use of anything that you downloaded for your own use during such

times as you were a paid-up member. You may never freely distribute Leaving the Police Members' Area content to other people, whether you believe them to be Members or not.

Withdrawal returns and Cancellation

42. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
43. You can cancel the Contract except for any Goods which are made to your special requirements by telling us no later than 14 days after the Contract was made, if you simply wish to change your mind and without giving us a reason, and without liability, except in that case, you must return to any of our business premises the Goods in an undamaged condition at your expense. Then we must without delay refund to you the price for those Goods and Services which have been paid for in advance, but we can retain any separate delivery charge. This does not affect your rights when the reason for the cancellation is any defective Goods or Services. This Returns Right is different and separate from the Cancellation Rights below.
44. You will not ordinarily receive a refund of your Membership fee if, having signed up and paid, you have accessed any of the Leaving the Police Members' Area content. Any cancellation will simply prevent future payments being taken and access to the Leaving the Police Member's Area content.

Commencement of Services in the Cancellation Period

45. We must not begin the supply of a service (being part of the Service) before the end of the cancellation period unless you have made an express request for the service.

Duration, termination and suspension

46. The Contract continues as long as it takes us to perform the Services.
47. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other;
 - a. Commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - b. Is subject to any step towards its bankruptcy or liquidation.
48. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligation under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Successors and our sub-contractors

49. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier

will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

50. In the event that any failure by a party because of something beyond its reasonable control:

- a. The party will advise the other party as soon as reasonably practicable; and
- b. The party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

Excluding Liability

51. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer – because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing Law, Jurisdiction and Complaints

52. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

53. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland, or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

54. We try to avoid any dispute, so we deal with complaints as follows: "If a dispute occurs, customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days."

Model Cancellation Form

To:

Email address: info@leavingthepolice.co.uk