



WEBSITE TERMS OF USE

These Terms

These terms and conditions (“Terms”) govern your use of this website and your relationship with Fiona McDonald (“we”, “us” or “Fiona McDonald”).

Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms, please do not use this website.

These Terms apply to your use of the website and relationship with Fiona McDonald generally, whether you purchase goods from us or not. If you purchase goods from us then our terms and conditions of purchase will apply. (The terms and conditions of purchase can be seen here.)

Please also see our Privacy and Data Protection Policy for information about how we collect and use your personal data.

We may update these Terms from time to time for legal or regulatory reasons or to allow the proper operation of this website. Any changes will be notified to you via the e-mail address provided by you (if applicable) or via a suitable announcement on this website.

The changes will apply to the use of this website after we have given notice. If you do not wish to accept the new Terms you should not continue to use this website and its associated services. If you continue to use this website after the date on which the change comes into effect, your use of this website indicates your agreement to be bound by the new Terms.

Use of this Website

This website is provided to you for your personal use subject to these Terms. By using this website you agree to be bound by these Terms.

You are responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms and that they comply with them.

Intellectual property

The content of this website is protected by copyright, trade marks, database rights and other intellectual property rights. You may retrieve and display the content of this 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 this website without our written permission.



Some of the services we provide on this website may provide content that is protected by copyright, trade marks, database rights and other intellectual property rights owned by third parties. Such intellectual property rights are licensed to us and if you reproduce, modify, copy or distribute any of this content you may be infringing these third party intellectual property rights.

We do not warrant as to the accuracy of any content that is supplied by a third party and which we can provide to you under licence.

Availability of this Website

Although we aim to offer you the best service possible, we make no promise that the services at this website will meet your requirements. We cannot guarantee that the services will be fault-free. If a fault occurs with this website you should report it to us and we will attempt to correct the fault as soon as we reasonably can.

Your access to this website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can. Access to the website may be restricted whether or not you have registered with us.

Our liability

This website may provide content from other internet websites or resources and while we try to ensure that material included on this website is correct, reputable and of high quality, we do not make any warranties or guarantees in relation to that content. If we are informed of any inaccuracies in the material on the website we will attempt to correct the inaccuracies as soon as we reasonably can.

If we are in breach of these Terms, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you use this website. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.

Commentary and other materials posted on this website are not intended to amount to advice on which reliance should be placed. We shall not be liable for any losses that may be incurred by you or any visitor to this website or by anyone who may be informed of any of its contents as a result of any reliance placed on such materials.



Nothing contained in this paragraph shall not limit or affect our liability resulting from any services or products sold through this website being found to be unsafe or if something we do negligently causes death or personal injury.

Viruses, hacking and other offences

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

Third Party Websites

As a convenience to you, this website includes links to other websites or material which are beyond its control. We are not responsible for content on any website outside this website.

Advertising and Sponsorship

Part of this website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this website complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

International Use

We make no promise that materials on this website are appropriate or available for use in locations outside the United Kingdom, and accessing this website from territories where its contents are illegal or unlawful is prohibited. If you choose to access this website from locations outside the United Kingdom, you do so at your own initiative and are responsible



for compliance with local laws.

You shall comply with all foreign and local laws and regulations which apply to your use of our website or our simple randomisation service in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.

Miscellaneous

If you feel that any materials appearing on our website are offensive, objectionable or potentially defamatory please contact us by way of our contact page providing full details of the nature of your complaint and the materials to which the complaint relates.

You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business where we reasonably believe your rights will not be affected.

If you breach these Terms and we choose to ignore this, we will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.

We shall not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control.

Applicable Law

These Terms will be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

Contact Us

This website is owned and operated by Fiona McDonald.

If you have any queries please contact us by email at: info@fionamcdonald.com or by telephone on: +44 (0)20 7731 3234.