



ilovemyphonefestivals.co.uk

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Terms and Conditions

OVERVIEW

This website is operated by I LOVE MY PHONE LTD. Throughout the site, the terms "we", "us" and "our" refer to I LOVE MY PHONE LTD. I LOVE MY PHONE LTD offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools, which are added to, the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/ or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on UK Web Solutions Direct. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and



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adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products and Services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS



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If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties, as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 7 - PERSONAL INFORMATION

Our Privacy Policy governs your submission of personal information through the store. To view our Privacy Policy please read our Privacy Statement in documents found on our home page sub heading about us.

SECTION 8 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 9 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual



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property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 10 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall I Love My Phone Limited, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 11 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless I Love My Phone Limited and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service



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providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 12 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 13 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 14 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 15 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the conditions of

I Love My Phone Limited
Lane Close, Station Road,
South Cerney, Cirencester
Gloucestershire, GL7 5UB



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SECTION 16 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 17 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@ilovemyphonefestivals.co.uk

APPENDIX 1

FESTIVAL HIRE TERMS & CONDITIONS

DEFINITIONS

'Company' means I Love My Phone Limited whose head office is located at I Love My Phone Limited , Lane Close, Station Road, South Cerney, Cirencester, Gloucestershire, GL7 5UB.

'Client' is the person hiring the Equipment from the Company.

'Equipment' is the phone charger, secure locker(s) and other materials specified on the Invoice and nothing else.

'Period of Hire' is the period between day of hire/renting Equipment and the collection of device being charged.

'Hire Charge' is the amount payable by the Client to the Company as specified on the Hire/Rental agreement, known as invoice.

'Invoice' is the form issued by the Company to the Client requesting payment of the Hire Charge and containing details of the Equipment and Period of Hire.

CONDITIONS

Unless stated in writing all orders are accepted subject to the Terms and Conditions of hiring stated below and the Client by authorizing or allowing work to proceed is deemed to have acknowledged this.

THE COMPANY UNDERTAKES:

- a) to provide the Equipment and proceed to assemble it on or before the Set Up date shown on the Invoice.
- b) to dismantle and remove the Equipment from the site on or after the Dismantling date shown on the Invoice.

THE CLIENT UNDERTAKES:

- a) to pay the Deposit and to pay the Balance in accordance with the Invoice. The Company reserves the right not to provide the Equipment should payment not be received.



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- b) to pay interest on all monies outstanding at the rate of 4% per annum above the base rate of the National Westminster Bank Plc.
- c) not use the equipment in a manner that would endanger lives or be harmful to third parties or to use equipment in a manner not designed for its use.
- d) to keep any part of the Equipment inside when not in use in particular overnight to ensure safe keeping
- e) not to use any lighting, heating, cooking equipment of any kind without the prior written consent of the Company
- f) not to light, or allow to be lit, any fire, candle or other naked flame within or close to the Equipment without the prior written consent of the Company
- g) not to tamper with the structure or any part of the Equipment and in particular not to affix or suspend from the Equipment any item whatsoever without the Company's prior written consent.
- h) the Company will not accept any liability for transporting children and pets within the Equipment and the Client accepts that the transporting of children or pets is done so solely at the Clients own risk

VARIATIONS

- a) The Hire Charge is based on the assumption that the Client provides a firm understanding of its use.
- b) The Company will use all reasonable endeavors to supply the Client with the Equipment but where this is not possible the Company will notify the Client as soon as possible with any alterations to the design and specifications of the Equipment and where alteration is fundamental the Client may terminate this contract and any deposit paid will be refunded.

LOSS OR DAMAGE OR EXCESSIVE SOILING

- a) The Company shall throughout the Period of Hire be responsible for the maintenance and safe custody of the Equipment.)
- b)The Client must be satisfied with the Equipment before use and should notify the Company of any miscounts, incorrect deliveries or unacceptable Equipment before use.
- c) The Client shall indemnify the Company against the full value of any loss damage or excessive soiling howsoever caused, unless caused by negligence by the Company.

UNDERSTANDING

- a) The Hire Charge does not include making good any repairs to the Site unless caused by the negligence of the Company's servants, agents or contractors.
- b) All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

CANCELLATION

- a) Either party shall have the right to terminate this Contract without penalty within seven days from the date hereof subject to written confirmation of such termination being given by one party



to the other within such period. In the event of such termination by either party the Company shall refund to the Client all sums paid by the Client to the Company by way of deposit or otherwise.

b) Once the seven days referred to in the preceding clause has passed should either party cancel the contract compensation will be paid of 50% of the Hire Charge save that if it is cancelled within 28 days prior to the Set Up date shown on the Invoice the compensation will be the Hire Charge.

c) If the Client cancels pursuant to the preceding clause and the Company is able to re-let the Equipment then the Client shall not pay the full cancellation charge but an administration charge based on the costs incurred by the Company in re-letting the Equipment, which in any event shall not exceed 20% of the Hire Charge.

EXCLUSION OF LIABILITY

a) The Company will make every effort to complete the provision of the Equipment on or before the Set Up date shown on the Invoice provided that the Client has complied with the undertakings set out above. If the Equipment is not delivered on or before the Set Up date shown on the Invoice the Client shall have the right to withdraw and the Company shall return all monies paid. If the Equipment is not delivered because of delays due to weather or other circumstances beyond its reasonable control the Company shall not be liable to pay further compensation to the Client.

b) The Company will take all reasonable care to avoid damage to the Clients' own equipment but cannot be responsible for any loss suffered by the Client in respect thereof other than as a result of the negligence of the Company's servants, agents or contractors.

THIRD PARTY LIABILITY

The Company will not be responsible for and the Client will indemnify the Company against all claims for the injury to persons or loss or damage to property howsoever caused unless it is proved that such injury or damage was caused by faulty material or workmanship or negligence on the part of the Company.