

By purchasing or ordering the Goods and/or Services, you agree to be bound by the terms and conditions set out below. Before placing your order, if you have any questions relating to these Conditions please contact us.

"Key Vape" means Key Vape LLP, together with its subsidiary and holding companies and any subsidiaries of such holding companies;

"Conditions" means these terms and conditions;

"Goods" means any goods you purchase under these Conditions;

"Non-subscription Services" mean any Services other than Subscription Services;

"Personal Information" means the details provided by you to us;

"Services" means any services you order or otherwise purchase under these Conditions;

"Subscription Services" means Services to which you subscribe on an ongoing basis, for example, technical support Services;

"Us/our/we" means Key Vape LLP, a company registered in England and Wales under the number OC422740 with a registered office located at 39 Church Street, Colne, England, BB8 0EB, VAT number GB297122292.

"Website" means either one of the websites located at [www.keyvape.co.uk](http://www.keyvape.co.uk) or any other URL which may replace it; and

"You/Your" means the person ordering or otherwise purchasing the Goods or Services.

## **1. Rights and Obligations**

1.1. You undertake:

1.1.1. to pay any amounts due to us in a timely manner;

1.1.2. that the Personal Information you provide is true, accurate, current and complete in all respects;

1.1.3. to notify us immediately of any changes to the Personal Information using the contact details in Clause 5.4; and

1.1.4. not to impersonate any other person or entity or to use a false name.

1.1.5. be of a legal age of majority in your country of residence (18 years old)

1.2. We reserve the right to modify the price or the content or withdraw, temporarily or permanently, some or all of the Goods or Services available. We also reserve the right to change or add to these Conditions from time to time.

1.3. Unless you have placed an order for any Goods or Services, or you subscribe to any Subscription Services, by the time such a change takes effect, we shall not be obliged to give you notice of any such modification or withdrawal.

1.4. From time to time we may also have to make changes in the specification of any Good or Service:

1.4.1. to make it conform with any applicable safety or other statutory requirements; or

1.4.2. to make it reflect changes in the manufacturer's specification,

but we will endeavour to ensure that such changes do not reduce the quality or performance of such a Good and/or Service. Where you have placed an order for the affected Good and/or Service and such changes are substantial, we will notify you in advance to ensure that you still wish to proceed with any order that you have placed.

1.5. Goods and Non-subscription Services:

1.5.1. You will be subject to the policies and Conditions in force at the time you order or otherwise purchase the Goods or Non-subscription Services, unless we are legally obliged to make changes to these Conditions that apply retrospectively. If this happens, these changes will apply to any orders we have not yet fulfilled when the changes took effect, even if your order was placed previously.

1.5.2. We shall not withdraw or modify to your substantial detriment any of the Goods or Non-subscription Services for which we have accepted an order from you, other than where such modification or withdrawal is required as a result of events outside of our reasonable control.

1.5.3. The purchase of software or downloadable products is subject to your acceptance of the terms of any end user and/or licensing agreement(s) relating to such software.

1.6 Estimated time frames for delivery of Goods or completion of Services are estimates only and delays may arise due to matters outside of our reasonable control.

1.7. Goods may be subject to EU and US export control laws and laws of the country where they are delivered or used. Under these laws, such Goods may not be sold, leased or transferred to restricted end-users (including to nationals of Cuba, Iran, North Korea, Sudan, and/or Syria) or countries or for restricted end-uses (including uses related to the development, production, use, or maintenance of "Weapons of Mass Destruction", including without limitation, uses related to nuclear, missile, and/or chemical/biological development). If Goods are supplied to you subject to any such Export Laws, such supply is subject to you not falling into any such restricted categories.

## **2. Orders**

2.1. Goods and Services are available only to individuals who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us and those who are residents in the UK. Services that come with minimum term contracts are only available to individuals who are 18 years old or over and by ordering or otherwise purchasing such Services, you confirm that you are 18 years old or over.

2.2. When requested by us, you must provide your name, phone number, address, payment details and other requested information.

2.3. Each order placed by you will be treated as an offer to purchase the Goods and/or Services to which your order relates. The contract will only be completed when we dispatch the Goods/commence the provision of the Services (as applicable) or when we take any due payment from you (which includes debiting your payment method), whichever is the earlier.

2.4. You acknowledge that any automated acknowledgment given when you place an online order shall not amount to our acceptance of your offer to purchase.

2.5. We may, at our own discretion, limit, restrict or reject any order you place at any time prior to the contract having been completed. Where this happens, we will attempt to contact you. We also reserve the right to limit or prohibit sales to dealers or to entities that we believe, in our sole discretion, are making use of the Goods or Services for profit.

### **3. Price and Payment**

3.1. The price of the Goods or Services (if any) shall be the price of which we inform you prior to accepting your order. Prices include VAT at current rates unless stated otherwise.

3.2. If you fail to make any payment when due then, without prejudice to any other right or remedy we may have, we may:

3.2.1. where you have ordered Goods or Non-subscription Services, cancel this agreement; and/or

3.2.2. in any event, charge you interest (before and after any judgment) on the amount unpaid, at the rate of 2% per calendar month, until payment is made in full (a part of the month being treated as a full month for the purpose of calculating interest).

3.3. You confirm that any payment method you use is yours.

3.4. Payment methods are subject to validation checks and authorisation and we will not be liable for any delay or non-delivery caused by failure of such checks or authorisation.

3.5. Once your Goods have been collected and/or otherwise received by you, all risk of damage to, or loss of, the Goods shall pass to you.

3.6. Irrespective of your receipt of the Goods, the passing of risk or any other provision of these conditions, ownership shall not pass to you until we have payment in full for the Goods.

3.7. Until such time as the ownership passes to you, you shall hold the Goods on our behalf and keep them safe and identified as our property, and we shall be entitled to ask you to return the Goods to us.

### **4. Cancellation, Returns and Exchanges**

4.1. Without prejudice to our rights under Clause 1 above, if either party breaks the terms of these Conditions in any material way, the other party can terminate these Conditions by giving the other party 7 days' written notice.

4.2. In certain situations, we may be prepared to give you a refund or exchange for Goods if you change your mind. For details on our Returns and Exchange Policy please visit

<https://www.keyvapewholesale.co.uk/returns-policy>, or call us on 01282 861944 for details.

4.3. Goods and/or Services ordered online or over the phone only

4.3.1. Consumers ordering Goods or Services at a distance (such as via telephone or online) have certain cancellation rights under the Consumer Protection (Distance Selling) Regulations 2000.

4.3.2. You may cancel any order for Services any time within 7 working days from the day after placing your order, however, you may not cancel once we have started providing any part of such Services to you with your agreement.

4.3.3. You may cancel any order for Goods other than audio or video recordings or software at any time within 7 working days from the day after receiving your Goods without liability to us.

4.3.4. A working day is any day except Saturday, Sunday and UK public holidays.

4.3.5. You may cancel your order by calling us on 01282 861944.

4.3.6. If you cancel an order for Goods, they must be returned to us within a reasonable period, complete (with any accessories, leads or other items provided with the Goods) and undamaged, with proof of purchase. If you fail to return the Goods in this manner, we may charge you the costs we incur in recovering the Goods from you (which may be substantial) or the stand-alone retail value of any missing or damaged items.

4.3.7. Unless collection of the Goods has been arranged, you must return the Goods by sending them to us at 39 Church Street, Colne, England, BB8 0EB, in some occasion at your cost. It is your responsibility to ensure that the Goods are received by us and we recommend using Special Delivery or Signed For services where appropriate.

4.3.8. Where we have agreed to collect the Goods from you, you must ensure that they are available for collection at the time arranged.

4.3.9. You shall be under a duty to take reasonable care of the Goods until received or collected by us and it is your responsibility to ensure that the Goods are not damaged whilst in transit using transport arranged by you.

4.3.10. You are entitled to examine any Goods ordered as you would in a shop. However, if you use the Goods, you may lose your right to cancel your purchase. Use would include, but not be limited to using the Goods to make or receive a call, sending or receiving SMS/MMS, connecting to and/or accessing the internet, downloading, or using any functions of the Goods for example amending settings, saving data, adding a contact or appointment, taking a photograph or using an application. We reserve the right to charge you for the value of any Goods returned which have been used or damaged whilst in your possession, up to the full cost price of the Goods.

4.3.11. If you cancel your order in accordance with the provisions of this Clause 4.4, and 4.4.10 we will refund any sums paid by you in relation to your order (less our costs if we have to recover any Goods from you under Clause 4.4.7) within 30 days.

## **5. Your Personal Information**

5.1. We need to collect certain Personal Information to provide you with the Goods and/or Services.

5.2. You agree that we may use, update, share and process your Personal Information in accordance with our privacy policy. Our privacy policy is available upon request by calling us on online at <http://www.keyvapewholesale.co.uk/privacy-policy>

5.3. If you would like us to tell you what information we hold about you please write to:39 Church Street, Colne, England, BB8 0EB. Please include your full name, address and a copy ID with each request.

5.4. You will have the opportunity to consent to us contacting you by post, email, phone, SMS or MMS about products and services which Key Vape LLP and carefully selected third parties we believe may be

of interest to you. You can make changes to your marketing preferences at any time by calling us on 01282 861944 or writing to us at us 39 Church Street, Colne, England, BB8 0EB. Please note that it may take up to 28 days for such changes to take effect.

## **6. Limitation of Liability**

6.1. We will not be liable for any loss or damage caused by us in circumstances where:

6.1.1. there is no breach of a legal duty of care owed to you by us; and/or

6.1.2. such loss or damage is not reasonably foreseeable.

7.2. We will not be liable any loss or damage caused wholly or mainly by your breach of these Conditions.

6.3. Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

6.4. Nothing in these Conditions shall:

7.4.1. exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

6.4.2. limit your rights as a consumer under applicable UK law.

6.5. All Services are provided on a commercially reasonable basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

6.6. The Goods, where new, are sold with the benefit of and subject to the terms set out in any warranty or guarantee given by the manufacturer of the Goods. This is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform to the legally required standard.

6.7. Each provision of this Clause 7 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

## **7. General**

7.1. Events Beyond the Parties Reasonable Control: If either of us cannot do what we have promised because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

7.2. Third Parties: Nobody but you and us can benefit from these Conditions under the Contracts (Rights of Third Parties) Act 1999.

7.3. Assignment: You may not but we may, assign, charge or otherwise dispose of our rights under these Conditions. Any attempt by you to do so shall be void.

7.4. Governing Law: These Conditions will be governed by English Law and if you are not happy with how we deal with any disagreement and want to take bring court proceedings, you must do so within the UK.

7.5. Each Clause of these Conditions operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

7.6. Call Monitoring: Monitoring or recording of your calls may take place for our business purposes. Calls to our customer service numbers should incur local call costs from a standard BT line, calls from other providers may vary and calls from mobiles may cost significantly more.

## **8. Handling Complaints and Sending Notices**

8.1. If you wish to make a complaint you may do so in the following way:

8.1.1. By calling 01282 861944

8.1.2. in writing addressed to:39 Church Street, Colne, England, BB8 0EB; or

8.2. If you need to send us a notice in relation to these Conditions you can do so in the following way:

8.2.1. by post to 39 Church Street, Colne, England, BB8 0EB

8.3. Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.

## **TERMS OF USE**

Welcome to Key Vape Website terms and conditions for use.

These terms and conditions apply to your use of the Website and by accessing this Website, you agree to be bound by the terms and conditions set out below. Before you place an order, if you have any questions relating to these terms and conditions please contact our customer service representatives by calling us on 01282 861944 between 9am-5pm (please note that all calls to our Customer Services Representatives may be recorded for quality monitoring and training purposes).

Key Vape LLP gives no authority (whether implied or express) to deep link to or frame any of the content which appears on our Website or to use a representation of the company's trademarks as a link button without the express agreement of Key Vape LLP.

"Conditions" means these terms and conditions and the "Special Conditions";

"Goods" means goods displayed for sale on the Website;

"Online Sales" means sales of Goods and Services conducted through the Website;

"Personal Information" means the details provided by you on registration;

"Product Description" means that part of the Website where certain terms and conditions in respect of the individual Good or Service are provided;

"Services" means services displayed for sale on the Website;

"Special Conditions" means the terms and conditions in the Product Description referred to in Clause 8.1;

"Users" means the users of the Website collectively;

"User Information" means the details provided by you on any application to buy Goods or Services from us via the Website;

"Us/Our/We/Key Vape" means Key Vape LLP, a company registered in England and Wales under the number OC422740 with registered office located at 39 Church Street, Colne, England, BB8 0EB, VAT number GB297122292.

"Website" means the website located at [www.keyvapewholesale.co.uk](http://www.keyvapewholesale.co.uk) or any subsequent URL which may replace it; and

"You/Your" means a user of the Website.

## COMMUNICATION

Please read all the sections below to understand the risks involved in communicating and transmitting sensitive information by email.

Please note that internet email is not a 100% secure communications medium. In the interests of preserving confidentiality in your personal details, We strongly advise that You take this into consideration before You send Us any information by email. By proceeding, You agree that You will send Us information by email at Your own risk.

Messages sent by email may not be secure and may be intercepted by third parties. If You disregard this warning and choose to send Us confidential information, You agree that You do so at Your own risk and that You will not hold Us responsible for any loss that You suffer as a result.

The email address You provide to Us is where We will send Our response. If You have chosen to discuss your personal account details via email We will try to respond to You in this way. We cannot guarantee the security of Your personal information by this communications medium.

## A. USE OF THE WEBSITE

### **1. Access**

We will provide you with access to the Website and sell You Goods and Services in accordance with these Conditions.

### **2. Your Obligations**

2.1 You agree not to use the Website (or any part thereof) for any illegal purpose and agree to use it in accordance with all relevant laws;

2.2 agree not to upload or transmit through the Website without limitation, any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;

2.3 will not upload or transmit through the Website any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;

2.4 will not use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired;

2.5 will not use the Website in any manner which violates or infringes the rights of any person, firm or company or the rights thereof (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);

2.6 will not attempt any unauthorised access to any part or component of the Website; and,

2.7 agree that in the event that You have any right, claim or action against any other User arising out of that User's use of the Website, then You will pursue such right, claim or action independently of, and without recourse to Us;



2.8 the Personal Information which You are required to provide when You register as a customer is true, accurate, current and complete in all respects; and

2.9 will notify us immediately of any changes to the Personal Information by contacting our Customer Service Representatives by email by clicking here, or calling us on 01282 861944 between 9am-5pm; and

2.10 will not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

### **3. Indemnity**

You agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity cost basis, suffered by Us and arising out of any breach of the Conditions by You or any other liabilities arising out of Your use of the Website, or the use by any other person accessing the Website using Your Internet account and/or Your Personal Information.

### **4. Our Rights**

4.1. We reserve the right to:

4.1.1 modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to You and You confirm that we shall not be liable to You or any third party for any modification to or withdrawal of the Website; and/or

4.1.2 change these Conditions from time to time, and Your continued use of the Website (or any part thereof) following such change shall be deemed to be Your acceptance of such change. It is Your responsibility to check regularly to determine whether the Conditions have been changed. If You do not agree to any change to the Conditions then You must immediately stop using the Website.

4.2 We will use Our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because You cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

4.3 We reserve the right to withdraw any Goods or Services from the Website at any time and/or remove, screen or edit any materials or content on the Website. We may refuse to process a transaction for any reason or refuse service to anyone at any time in our sole discretion. We will not be liable to You or any third party by reason of our doing any of the following: withdrawing any Good or Services from the Website whether or not those Goods or Services have been sold; removing, screening or editing any

materials or content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

## **5. Third Party Links**

In an attempt to provide increased value to Our Users, We may provide links to other websites or resources. You acknowledge and agree that We are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, goods or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

## **6. Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that We deem appropriate (which may include, but is not limited to, issuing warnings, suspending or terminating service, denying access and/or removing any materials from the Website). We may also investigate, in Our sole discretion, the use, or attempted use, of any credit card, and take such action as we deem appropriate, including without limitation, contacting the User using such card or cancelling orders placed by such User.

### **B. PURCHASE OF GOODS/SERVICES**

## **7. Contract creation and electronic contracting**

7.1 The technical steps required to create the contract between You and Us are as follows:

7.1.1 You place the order for Your Products on the website by pressing the confirm order button at the end of the check-out process. You will be guided through the process of placing an order by a series of simple instructions on the website.

7.1.2 We will send to You an order acknowledgement email detailing the products You have ordered. This is not an order confirmation or order acceptance from Us.

7.1.3 As Your product is shipped from our warehouse We will send you a dispatch confirmation email.

7.1.4 Order acceptance and the completion of the contract between You and Us will take place on the dispatch to you of the Products ordered unless We have notified You that we do not accept Your order or You have cancelled it in accordance with the instructions in these conditions.

7.2 Non-acceptance of an order may be a result of one of the following:

7.2.1 The product you ordered being unavailable from stock.

7.2.2 Our inability to obtain authorisation for your payment.

7.2.3 The identification of a pricing or product description error.

7.3 You not meeting the eligibility to order criteria set out in the main Terms & Conditions.

## 8. Orders

8.1 All orders are subject to acceptance and availability. If the Goods You have ordered is not available from stock You will be contacted by email or phone (if you have given Us details) and You will have the option either to wait until the item is available from stock, receive a substitute of equivalent price or to cancel Your order. All prices are inclusive of VAT at the current rates and are correct at the time of entering information. However, We reserve the right to change prices without prior notice to You.

8.2 We will take all reasonable care, in so far as it is in Our power to do so, to keep the details of Your order and payment secure, but in the absence of negligence on Our part We are not liable for any loss You may suffer if a third party procures unauthorised access to any data You provide when accessing or ordering from the Website.

8.3 You warrant that the User Information which You are required to provide when You make an offer to buy Goods or Services via the Website is true, accurate, current and complete in all respects.

8.4 You agree not to impersonate any other person or entity or to use a false name or a name that You are not authorised to use.

8.5 Please note that we may not be able to port/transfer telephone numbers to Goods purchased online. If you wish to keep your current telephone number, please contact 01282 861944 and speak to a member of our team before confirming your online purchase.

## **9. Offers to Purchase and Description of Goods/Services**

9.1 Each Good or Service purchased is sold subject to its Product Description which sets out additional specific terms and conditions related to that Good or Service including, without limitation, terms and conditions concerning estimated delivery times and any warranties.

9.2 Any order made by You will be treated as an offer to purchase Goods or Services from Us. The contract between You and Us will only be completed when We dispatch the Good to You or commence the provision of the Services, as the case may be, or when We debit Your credit or debit card, whichever is the earlier. The sale contract is therefore completed in Lincoln, England. We reserve the right to reject any offer to purchase made by You at any time.

9.3 You acknowledge that any automated acknowledgement of Your order which You may receive from Us shall not amount to Our acceptance of Your offer to purchase Goods or Services advertised on the Website.

9.4 Products pictures may in some cases differ to the product you will receive. This could be due to a product update or other such change made by a manufacturer.

## **10. Refusal of transaction**

10.1 We reserve the right to withdraw any Products from this Website at any time and/or remove or edit any materials or content on this Website. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any Product from this Website whether or not that Product has been sold; removing or editing any materials or content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

10.2 To be eligible to purchase Products on this Website and lawfully enter into and form contracts on this Website under English law you must:

10.2.1 Register by providing your real name, phone number, email address, payment details and other requested information

10.2.2 Be over 18 years of age

10.2.3 Stipulate a delivery address in the United Kingdom. Please note that PO box numbers, hotels and accommodation addresses are not acceptable

10.2.4 Possess a valid credit or debit card issued by a bank acceptable to us

10.3 By making an offer to buy a Product, you specifically authorise us to transmit information (including any updated information) or to obtain information about you from third parties from time to time, including but not limited to your debit or credit card number or credit reports, to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

## **11. Your Personal Data**

11.1 We respect your personal information and undertake to comply with applicable Data Protection legislation in place from time to time.

11.2 We may hold information that you provide to us (such as on an application or registration form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies). This information ("Your Information") may include your name, address, date of birth, gender, telephone numbers, email address, bank and credit/debit card information, occupation and employment data, lifestyle information and details of how you use our products and services together with general information about the way you pay and manage your account.

11.3 Your Information may be held and used by us for a number of purposes and we may use third parties to support us with purposes which include, without limitation:

11.3.1 processing your orders or applications; administering your account and billing; settling accounts with those who provide related services to us; disclosing your data to bank and debit and credit card companies to validate your debit or credit card details; dealing with requests, enquiries or complaints and other customer care related activities; debt recovery (also using recovery agents and agents facilitating to contact you) and legal actions and all other general administrative and business purposes;

11.3.2 carrying out market and product analysis of Your Information to develop and improve and to tell you about Key Vape LLP's products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you. We may also use Your Information for the purpose of testing our internal systems and developing new products and services. We may tell you by automated means or otherwise, including by email, fax, mobile text message, MMS, telephone, post and via world wide web, WAP and similar sites subject to any preferences indicated by you at the time you give us Your Information; contacting you about the products and services of carefully selected third parties and allowing you to receive advertising and marketing information from those selected third parties but without passing control of Your Information to the third party concerned;

11.3.3 passing on data to organisations from which you have ordered any products and services; registering your details and allocating or offering you rewards, discounts or other benefits and fulfilling any requests or requirements you may have in respect of our and our group companies' loyalty or reward programmes and other similar schemes;

11.3.4 carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement on us or in connection with legal proceedings, and for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders; or

11.3.5 carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer. We may also use your information for the purpose of testing our internal systems and developing new products and services.

11.4 You agree to the disclosure by us of the following information to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, credit provider or security agency:

11.4.1 any information relating to your contract with us including details of how you conduct your account and your obligations to us and your personal financial information;

11.4.2 any information which is covered by our registration under the Data Protection Act 1998 as amended from time to time; and

11.4.3 any information which we are required by an order of any court of competent jurisdiction or by statutory authority to disclose.

11.5 It may also be necessary for us to carry out anti-fraud and identity checks on you to help decide whether to accept your application or future applications, to verify your identity and to protect our legitimate interests. Any information obtained in such checks will be passed to credit reference agencies and may be used by third parties to assessing applications for credit from you and other members of your household and for debt tracing, crime and fraud detection and prevention and credit management purposes. You further agree that we may use Your Information for operating a publicly accessible directory service.

11.6 A comprehensive description of how we use personal information is publicly available from the Information Commissioner - please see [www.ico.gov.uk](http://www.ico.gov.uk).

11.7 If you do not wish your details to be used for the purposes described in Clauses 12.2 and 12.3 , please write to 39 Church Street, Colne, England, BB8 0EB stating your full name, address, account number. Please note: this will not affect any marketing consent which you have already given to any of the companies referred to in Clause 12.3 in respect of agreements relating to other products and/or services.

11.8 Subject to your rights of objection set out in this clause, and your right of objection in the registration process, you agree that you consent to us contacting you for any of the above purposes whether by telephone, email, SMS or in writing and you confirm that you do not consider any of the above as being a breach of any of your rights under The Privacy and Electronic Communications (EC Directive) Regulations 2003.

11.9 You should be aware that if we are requested by the police or any regulatory government authority investigating suspected illegal activities to provide your user information or information concerning your activities whilst using the Service we shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use that is deemed by us to be inconsistent with these terms.

11.10 We may disclose to third parties aggregated data relating to the use of the Goods provided that a single individual is not identifiable in such data.

11.11 We will not collect any personal information about you unless you have chosen to give it to us. Do not give it to us if you do not want it collected.

11.12 We may use information we have collected about you for improving customer service, and to respond to your queries.

11.13 We may store some information on your hard disk ('a cookie'). To find out more about our use of cookies see our privacy policy.

11.14 When you speak to us on the phone, some calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

11.15 The personal information you provide by submitting this form will be collected by Key Vape LLP who may (i) pass Your details to any associated company and certain third parties to assist them in analysing use of the Website and enabling them to contact You about Goods or Services which may be of interest to You and (ii) use it in accordance with Our privacy policy.

## **12. Payment**

12.1 Payment can be made by any major credit or debit card. Payment will be debited and cleared from Your account before the dispatch of Your Good or provision of the Service to you.

12.2 You confirm that the credit/debit card that is being used is Yours.

12.3 All credit/debit card holders are subject to validation checks and authorisation by the card issuer and We may share Your personal information with such third parties as are necessary to enable Us to do such checks. If the issuer of Your payment card refuses to authorise payment to Us, we will not be liable for any delay or non-delivery.

### **13. Eligibility to Purchase**

13.1 The purchase of Goods or Services is limited to parties that lawfully can enter into and form contracts on the Website under English law and who are resident or incorporated in the United Kingdom. This means that if You are an individual, You must be 18 years or older to purchase any Goods or Services via the Website and by offering to purchase any Goods or Services You represent to us that You are 18 years of age or older. To register, You must provide Your real name, phone number, email address, credit card details and other requested information.

13.2 The Website is available only to individuals and companies or partnerships who We, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those who have been issued a valid credit card by a bank acceptable to Us, whose applications are acceptable to Us and who have authorised Us to process a charge or charges on their credit card in the amount of the total purchase price for any Goods or Services which they purchase.

13.3 By making an offer to buy any Goods or Services, You specifically authorise Us to transmit information (including any updated information) or to obtain information about You from third parties from time to time, including but not limited to Your credit-card number or credit reports, to authenticate Your identity, to validate Your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

## **C. GENERAL**

### **14. Intellectual Property and Right to Use**

14.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in Us or Our licensors. You are permitted to use this material only as expressly authorised by Us or Our licensors.

14.2 You acknowledge and agree that the material and content contained within the Website is made available for Your personal non-commercial use only and that You may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.



## **15. Notices**

15.1 You may send us notices under or in connection with these Conditions:

15.1.1 by post to 39 Church Street, Colne, England, BB8 0EB.

15.1.2 by email [info@keyvape.co.uk](mailto:info@keyvape.co.uk)

15.2 As proof of sending does not guarantee Our receipt of Your notice, You must ensure that You have received an acknowledgement from Us which should be retained by You.

## **16. Compliance with laws**

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

## **17. Limitation of Liability**

17.1 While We will use reasonable endeavours to verify the accuracy of any information We place on the Website, We make no warranties, whether express or implied in relation to its accuracy.

17.2 The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and We make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

17.3 We make no warranty that the Website will meet Your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy or reliability of the materials. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

17.4 To the fullest extent permissible under applicable law, We disclaim any and all warranties of any kind, whether express or implied, in relation to the Goods and Services including but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose.

17.5 Notwithstanding any other provision in the Conditions, nothing herein shall limit Your rights as a consumer under English law.

17.6 The information provided to You in connection with the Goods and Services is provided by the suppliers of such Goods and Services and You acknowledge that We do not verify the accuracy of such information. The fact that information, products or services are shown on this site does not necessarily mean that:

17.6.1 you should rely on the information (whether provided by us or third parties);

17.6.2 we endorse the information, products or services provided by third parties; or

17.6.3 the product and services that we provide are suitable for you. It is your responsibility to check this out. Some of the services on this site may not be available or may have changed.

17.7 We therefore exclude all liability of any kind (including but not limited to defamation, breach of confidence, intellectual property right infringements, invasion of privacy and negligence) for the transmission or reception of such information of whatever nature to

17.8 You acknowledge that We cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by You.

17.9 We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with these Conditions for:

17.9.1 any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

17.9.2 any loss of goodwill or reputation; or

17.9.3 any loss which was not brought to Our attention at the time the contract was made or any loss that would be an unforeseeable consequence of a breach of the contract by Us; or

17.10 in any case whether or not such losses were within the contemplation of either of Us at the date on which the event giving rise to the loss occurred, was suffered or incurred by one of Us arising out of or in connection with the provisions of any matter under these Conditions.

17.11 Nothing in the Conditions shall exclude or limit Our liability for death or personal injury resulting from Our negligence or that of Our servants, agents or employees.

17.12 We are not in any way responsible for anything mentioned on or linked to this site that someone else is marketing.

## **18. Severance**

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

## **19. Waiver**

No waiver by Us shall be construed as a waiver of any preceding or succeeding breach of any provision.

## **20. Survival**

Each provision of these Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

## **21. Entire Agreement**

These Conditions (as amended from time to time) contain the entire agreement between You and Us relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings, representations or proposals, written or oral, between You and Us in relation to such matters. You confirm that You have read these conditions and, You fully understand them and You also agree that these conditions are the only terms (together with Your network provider agreement) that rule Your relationship with us.

## **22. Law**

23. The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

## **24. Handling Complaints**

24.1 There may well be occasions when you are unhappy with the service that We provided to You. In these cases, We will endeavour to be fair and efficient in handling any complaint You should have and to process your complaint confidentially.

24.2 If You have a complaint, please send Us a letter to this address (39 Church Street, Colne, England, BB8 0EB) or an email to this address (info@keyvape.co.uk).

24.3 We will endeavour to give You an answer within 21 days and will provide You with a likely timescale for resolving the dispute. We will keep You informed about the progress of Your complaint. We undertake to check Our system regularly for handling complaints and We welcome any suggestion You may have in relation to how this system may be improved

24.4 We undertake to check Our system regularly for handling complaints and We welcome any suggestion You may have in relation to how this system may be improved

By purchasing or ordering the Goods and/or Services, you agree to be bound by the terms and conditions set out below. Before placing your order, if you have any questions relating to these Conditions please contact us.

"Key Vape" means Key Vape LLP, together with its subsidiary and holding companies and any subsidiaries of such holding companies;

"Conditions" means these terms and conditions;

"Goods" means any goods you purchase under these Conditions;

"Non-subscription Services" mean any Services other than Subscription Services;

"Personal Information" means the details provided by you to us;

"Services" means any services you order or otherwise purchase under these Conditions;

"Subscription Services" means Services to which you subscribe on an ongoing basis, for example, technical support Services;

"Us/our/we" means Key Vape LLP, a company registered in England and Wales under the number OC422740 with a registered office located at 39 Church Street, Colne, England, BB8 0EB, VAT number GB297122292.

"Website" means either one of the websites located at www.keyvape.co.uk or any other URL which may replace it; and

"You/Your" means the person ordering or otherwise purchasing the Goods or Services.

## **1. Rights and Obligations**

1.1. You undertake:

1.1.1. to pay any amounts due to us in a timely manner;

1.1.2. that the Personal Information you provide is true, accurate, current and complete in all respects;

1.1.3. to notify us immediately of any changes to the Personal Information using the contact details in Clause 5.4; and

1.1.4. not to impersonate any other person or entity or to use a false name.

1.1.5. be of a legal age of majority in your country of residence (18 years old)

1.2. We reserve the right to modify the price or the content or withdraw, temporarily or permanently, some or all of the Goods or Services available. We also reserve the right to change or add to these Conditions from time to time.

1.3. Unless you have placed an order for any Goods or Services, or you subscribe to any Subscription Services, by the time such a change takes effect, we shall not be obliged to give you notice of any such modification or withdrawal.

1.4. From time to time we may also have to make changes in the specification of any Good or Service:

1.4.1. to make it conform with any applicable safety or other statutory requirements; or

1.4.2. to make it reflect changes in the manufacturer's specification,

but we will endeavour to ensure that such changes do not reduce the quality or performance of such a Good and/or Service. Where you have placed an order for the affected Good and/or Service and such changes are substantial, we will notify you in advance to ensure that you still wish to proceed with any order that you have placed.

1.5. Goods and Non-subscription Services:

1.5.1. You will be subject to the policies and Conditions in force at the time you order or otherwise purchase the Goods or Non-subscription Services, unless we are legally obliged to make changes to these Conditions that apply retrospectively. If this happens, these changes will apply to any orders we have not yet fulfilled when the changes took effect, even if your order was placed previously.

1.5.2. We shall not withdraw or modify to your substantial detriment any of the Goods or Non-subscription Services for which we have accepted an order from you, other than where such modification or withdrawal is required as a result of events outside of our reasonable control.

1.5.3. The purchase of software or downloadable products is subject to your acceptance of the terms of any end user and/or licensing agreement(s) relating to such software.

1.6 Estimated time frames for delivery of Goods or completion of Services are estimates only and delays may arise due to matters outside of our reasonable control.

1.7. Goods may be subject to EU and US export control laws and laws of the country where they are delivered or used. Under these laws, such Goods may not be sold, leased or transferred to restricted end-users (including to nationals of Cuba, Iran, North Korea, Sudan, and/or Syria) or countries or for restricted end-uses (including uses related to the development, production, use, or maintenance of "Weapons of Mass Destruction", including without limitation, uses related to nuclear, missile, and/or chemical/biological development). If Goods are supplied to you subject to any such Export Laws, such supply is subject to you not falling into any such restricted categories.

## **2. Orders**

2.1. Goods and Services are available only to individuals who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us and those who are residents in the UK. Services that come with minimum term contracts are only available to individuals who are 18 years old or over and by ordering or otherwise purchasing such Services, you confirm that you are 18 years old or over.

2.2. When requested by us, you must provide your name, phone number, address, payment details and other requested information.

2.3. Each order placed by you will be treated as an offer to purchase the Goods and/or Services to which your order relates. The contract will only be completed when we dispatch the Goods/commence the provision of the Services (as applicable) or when we take any due payment from you (which includes debiting your payment method), whichever is the earlier.

2.4. You acknowledge that any automated acknowledgment given when you place an online order shall not amount to our acceptance of your offer to purchase.

2.5. We may, at our own discretion, limit, restrict or reject any order you place at any time prior to the contract having been completed. Where this happens, we will attempt to contact you. We also reserve the right to limit or prohibit sales to dealers or to entities that we believe, in our sole discretion, are making use of the Goods or Services for profit.

### **3. Price and Payment**

3.1. The price of the Goods or Services (if any) shall be the price of which we inform you prior to accepting your order. Prices include VAT at current rates unless stated otherwise.

3.2. If you fail to make any payment when due then, without prejudice to any other right or remedy we may have, we may:

3.2.1. where you have ordered Goods or Non-subscription Services, cancel this agreement; and/or

3.2.2. in any event, charge you interest (before and after any judgment) on the amount unpaid, at the rate of 2% per calendar month, until payment is made in full (a part of the month being treated as a full month for the purpose of calculating interest).

3.3. You confirm that any payment method you use is yours.

3.4. Payment methods are subject to validation checks and authorisation and we will not be liable for any delay or non-delivery caused by failure of such checks or authorisation.

3.5. Once your Goods have been collected and/or otherwise received by you, all risk of damage to, or loss of, the Goods shall pass to you.

3.6. Irrespective of your receipt of the Goods, the passing of risk or any other provision of these conditions, ownership shall not pass to you until we have payment in full for the Goods.

3.7. Until such time as the ownership passes to you, you shall hold the Goods on our behalf and keep them safe and identified as our property, and we shall be entitled to ask you to return the Goods to us.

## 4. Cancellation, Returns and Exchanges

4.1. Without prejudice to our rights under Clause 1 above, if either party breaks the terms of these Conditions in any material way, the other party can terminate these Conditions by giving the other party 7 days' written notice.

4.2. In certain situations, we may be prepared to give you a refund or exchange for Goods if you change your mind. For details on our Returns and Exchange Policy please visit <https://www.keyvapewholesale.co.uk/returns-policy>, or call us on 01282 861944 for details.

4.3. Goods and/or Services ordered online or over the phone only

4.3.1. Consumers ordering Goods or Services at a distance (such as via telephone or online) have certain cancellation rights under the Consumer Protection (Distance Selling) Regulations 2000.

4.3.2. You may cancel any order for Services any time within 7 working days from the day after placing your order, however, you may not cancel once we have started providing any part of such Services to you with your agreement.

4.3.3. You may cancel any order for Goods other than audio or video recordings or software at any time within 7 working days from the day after receiving your Goods without liability to us.

4.3.4. A working day is any day except Saturday, Sunday and UK public holidays.

4.3.5. You may cancel your order by calling us on 01282 861944.

4.3.6. If you cancel an order for Goods, they must be returned to us within a reasonable period, complete (with any accessories, leads or other items provided with the Goods) and undamaged, with proof of purchase. If you fail to return the Goods in this manner, we may charge you the costs we incur in recovering the Goods from you (which may be substantial) or the stand-alone retail value of any missing or damaged items.

4.3.7. Unless collection of the Goods has been arranged, you must return the Goods by sending them to us at 39 Church Street, Colne, England, BB8 0EB, in some occasion at your cost. It is your responsibility to ensure that the Goods are received by us and we recommend using Special Delivery or Signed For services where appropriate.

4.3.8. Where we have agreed to collect the Goods from you, you must ensure that they are available for collection at the time arranged.

4.3.9. You shall be under a duty to take reasonable care of the Goods until received or collected by us and it is your responsibility to ensure that the Goods are not damaged whilst in transit using transport arranged by you.

4.3.10. You are entitled to examine any Goods ordered as you would in a shop. However, if you use the Goods, you may lose your right to cancel your purchase. Use would include, but not be limited to using the Goods to make or receive a call, sending or receiving SMS/MMS, connecting to and/or accessing the internet, downloading, or using any functions of the Goods for example amending settings, saving data, adding a contact or appointment, taking a photograph or using an application. We reserve the right to charge you for the value of any Goods returned which have been used or damaged whilst in your possession, up to the full cost price of the Goods.

4.3.11. If you cancel your order in accordance with the provisions of this Clause 4.4, and 4.4.10 we will refund any sums paid by you in relation to your order (less our costs if we have to recover any Goods from you under Clause 4.4.7) within 30 days.

## **5. Your Personal Information**

5.1. We need to collect certain Personal Information to provide you with the Goods and/or Services.

5.2. You agree that we may use, update, share and process your Personal Information in accordance with our privacy policy. Our privacy policy is available upon request by calling us on online at <http://www.keyvapewholesale.co.uk/privacy-policy>

5.3. If you would like us to tell you what information we hold about you please write to:39 Church Street, Colne, England, BB8 0EB. Please include your full name, address and a copy ID with each request.

5.4. You will have the opportunity to consent to us contacting you by post, email, phone, SMS or MMS about products and services which Key Vape LLP and carefully selected third parties we believe may be of interest to you. You can make changes to your marketing preferences at any time by calling us on 01282 861944 or writing to us at us 39 Church Street, Colne, England, BB8 0EB. Please note that it may take up to 28 days for such changes to take effect.

## **6. Limitation of Liability**

6.1. We will not be liable for any loss or damage caused by us in circumstances where:

6.1.1. there is no breach of a legal duty of care owed to you by us; and/or

6.1.2. such loss or damage is not reasonably foreseeable.

7.2. We will not be liable any loss or damage caused wholly or mainly by your breach of these Conditions.

6.3. Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

6.4. Nothing in these Conditions shall:

7.4.1. exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

6.4.2. limit your rights as a consumer under applicable UK law.

6.5. All Services are provided on a commercially reasonable basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

6.6. The Goods, where new, are sold with the benefit of and subject to the terms set out in any warranty or guarantee given by the manufacturer of the Goods. This is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform to the legally required standard.



6.7. Each provision of this Clause 7 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

## **7. General**

7.1. Events Beyond the Parties Reasonable Control: If either of us cannot do what we have promised because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

7.2. Third Parties: Nobody but you and us can benefit from these Conditions under the Contracts (Rights of Third Parties) Act 1999.

7.3. Assignment: You may not but we may, assign, charge or otherwise dispose of our rights under these Conditions. Any attempt by you to do so shall be void.

7.4. Governing Law: These Conditions will be governed by English Law and if you are not happy with how we deal with any disagreement and want to take bring court proceedings, you must do so within the UK.

7.5. Each Clause of these Conditions operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

7.6. Call Monitoring: Monitoring or recording of your calls may take place for our business purposes. Calls to our customer service numbers should incur local call costs from a standard BT line, calls from other providers may vary and calls from mobiles may cost significantly more.

## **8. Handling Complaints and Sending Notices**

8.1. If you wish to make a complaint you may do so in the following way:

8.1.1. By calling 01282 861944

8.1.2. in writing addressed to: 39 Church Street, Colne, England, BB8 0EB; or

8.2. If you need to send us a notice in relation to these Conditions you can do so in the following way:

8.2.1. by post to 39 Church Street, Colne, England, BB8 0EB

8.3. Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.

## **TERMS OF USE**

Welcome to Key Vape Website terms and conditions for use.

These terms and conditions apply to your use of the Website and by accessing this Website, you agree to be bound by the terms and conditions set out below. Before you place an order, if you have any questions relating to these terms and conditions please contact our customer service representatives by calling us on 01282 861944 between 9am-5pm (please note that all calls to our Customer Services Representatives may be recorded for quality monitoring and training purposes).

Key Vape LLP gives no authority (whether implied or express) to deep link to or frame any of the content which appears on our Website or to use a representation of the company's trademarks as a link button without the express agreement of Key Vape LLP.

"Conditions" means these terms and conditions and the "Special Conditions";

"Goods" means goods displayed for sale on the Website;

"Online Sales" means sales of Goods and Services conducted through the Website;

"Personal Information" means the details provided by you on registration;

"Product Description" means that part of the Website where certain terms and conditions in respect of the individual Good or Service are provided;

"Services" means services displayed for sale on the Website;

"Special Conditions" means the terms and conditions in the Product Description referred to in Clause 8.1;

"Users" means the users of the Website collectively;

"User Information" means the details provided by you on any application to buy Goods or Services from us via the Website;

"Us/Our/We/Key Vape" means Key Vape LLP, a company registered in England and Wales under the number OC422740 with registered office located at 39 Church Street, Colne, England, BB8 0EB, VAT number GB297122292.

"Website" means the website located at [www.keyvapewholesale.co.uk](http://www.keyvapewholesale.co.uk) or any subsequent URL which may replace it; and

"You/Your" means a user of the Website.

## COMMUNICATION

Please read all the sections below to understand the risks involved in communicating and transmitting sensitive information by email.

Please note that internet email is not a 100% secure communications medium. In the interests of preserving confidentiality in your personal details, We strongly advise that You take this into consideration before You send Us any information by email. By proceeding, You agree that You will send Us information by email at Your own risk.

Messages sent by email may not be secure and may be intercepted by third parties. If You disregard this warning and choose to send Us confidential information, You agree that You do so at Your own risk and that You will not hold Us responsible for any loss that You suffer as a result.

The email address You provide to Us is where We will send Our response. If You have chosen to discuss your personal account details via email We will try to respond to You in this way. We cannot guarantee the security of Your personal information by this communications medium.

## A. USE OF THE WEBSITE

### **1. Access**

We will provide you with access to the Website and sell You Goods and Services in accordance with these Conditions.

### **2. Your Obligations**

2.1 You agree not to use the Website (or any part thereof) for any illegal purpose and agree to use it in accordance with all relevant laws;

2.2 agree not to upload or transmit through the Website without limitation, any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;

2.3 will not upload or transmit through the Website any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;

2.4 will not use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired;

2.5 will not use the Website in any manner which violates or infringes the rights of any person, firm or company or the rights thereof (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);

2.6 will not attempt any unauthorised access to any part or component of the Website; and,

2.7 agree that in the event that You have any right, claim or action against any other User arising out of that User's use of the Website, then You will pursue such right, claim or action independently of, and without recourse to Us;

2.8 the Personal Information which You are required to provide when You register as a customer is true, accurate, current and complete in all respects; and

2.9 will notify us immediately of any changes to the Personal Information by contacting our Customer Service Representatives by email by clicking [here](#), or calling us on 01282 861944 between 9am-5pm; and

2.10 will not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

### **3. Indemnity**

You agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity cost basis, suffered by Us and arising out of any breach of the Conditions by You or any other liabilities arising out of Your use of the Website, or the use by any other person accessing the Website using Your Internet account and/or Your Personal Information.

### **4. Our Rights**

4.1. We reserve the right to:

4.1.1 modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to You and You confirm that we shall not be liable to You or any third party for any modification to or withdrawal of the Website; and/or

4.1.2 change these Conditions from time to time, and Your continued use of the Website (or any part thereof) following such change shall be deemed to be Your acceptance of such change. It is Your responsibility to check regularly to determine whether the Conditions have been changed. If You do not agree to any change to the Conditions then You must immediately stop using the Website.

4.2 We will use Our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because You cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

4.3 We reserve the right to withdraw any Goods or Services from the Website at any time and/or remove, screen or edit any materials or content on the Website. We may refuse to process a transaction for any reason or refuse service to anyone at any time in our sole discretion. We will not be liable to You or any third party by reason of our doing any of the following: withdrawing any Good or Services from the Website whether or not those Goods or Services have been sold; removing, screening or editing any materials or content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

## **5. Third Party Links**

In an attempt to provide increased value to Our Users, We may provide links to other websites or resources. You acknowledge and agree that We are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, goods or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

## **6. Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that We deem appropriate (which may include, but is not limited to, issuing warnings, suspending or terminating service, denying access and/or removing any materials from the Website). We may also investigate, in Our sole discretion, the use, or attempted use, of any credit card, and take such action as we deem appropriate, including without limitation, contacting the User using such card or cancelling orders placed by such User.

## **B. PURCHASE OF GOODS/SERVICES**

## **7. Contract creation and electronic contracting**

7.1 The technical steps required to create the contract between You and Us are as follows:

7.1.1 You place the order for Your Products on the website by pressing the confirm order button at the end of the check-out process. You will be guided through the process of placing an order by a series of simple instructions on the website.

7.1.2 We will send to You an order acknowledgement email detailing the products You have ordered. This is not an order confirmation or order acceptance from Us.

7.1.3 As Your product is shipped from our warehouse We will send you a dispatch confirmation email.

7.1.4 Order acceptance and the completion of the contract between You and Us will take place on the dispatch to you of the Products ordered unless We have notified You that we do not accept Your order or You have cancelled it in accordance with the instructions in these conditions.

7.2 Non-acceptance of an order may be a result of one of the following:

7.2.1 The product you ordered being unavailable from stock.

7.2.2 Our inability to obtain authorisation for your payment.

7.2.3 The identification of a pricing or product description error.

7.3 You not meeting the eligibility to order criteria set out in the main Terms & Conditions.

## 8. Orders

8.1 All orders are subject to acceptance and availability. If the Goods You have ordered is not available from stock You will be contacted by email or phone (if you have given Us details) and You will have the option either to wait until the item is available from stock, receive a substitute of equivalent price or to cancel Your order. All prices are inclusive of VAT at the current rates and are correct at the time of entering information. However, We reserve the right to change prices without prior notice to You.

8.2 We will take all reasonable care, in so far as it is in Our power to do so, to keep the details of Your order and payment secure, but in the absence of negligence on Our part We are not liable for any loss You may suffer if a third party procures unauthorised access to any data You provide when accessing or ordering from the Website.

8.3 You warrant that the User Information which You are required to provide when You make an offer to buy Goods or Services via the Website is true, accurate, current and complete in all respects.

8.4 You agree not to impersonate any other person or entity or to use a false name or a name that You are not authorised to use.

8.5 Please note that we may not be able to port/transfer telephone numbers to Goods purchased online. If you wish to keep your current telephone number, please contact 01282 861944 and speak to a member of our team before confirming your online purchase.

## **9. Offers to Purchase and Description of Goods/Services**

9.1 Each Good or Service purchased is sold subject to its Product Description which sets out additional specific terms and conditions related to that Good or Service including, without limitation, terms and conditions concerning estimated delivery times and any warranties.

9.2 Any order made by You will be treated as an offer to purchase Goods or Services from Us. The contract between You and Us will only be completed when We dispatch the Good to You or commence the provision of the Services, as the case may be, or when We debit Your credit or debit card, whichever is the earlier. The sale contract is therefore completed in Lincoln, England. We reserve the right to reject any offer to purchase made by You at any time.

9.3 You acknowledge that any automated acknowledgement of Your order which You may receive from Us shall not amount to Our acceptance of Your offer to purchase Goods or Services advertised on the Website.

9.4 Products pictures may in some cases differ to the product you will receive. This could be due to a product update or other such change made by a manufacturer.

## **10. Refusal of transaction**

10.1 We reserve the right to withdraw any Products from this Website at any time and/or remove or edit any materials or content on this Website. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any Product from this Website whether or not that Product has been sold; removing or editing any materials or content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

10.2 To be eligible to purchase Products on this Website and lawfully enter into and form contracts on this Website under English law you must:

10.2.1 Register by providing your real name, phone number, email address, payment details and other requested information

10.2.2 Be over 18 years of age

10.2.3 Stipulate a delivery address in the United Kingdom. Please note that PO box numbers, hotels and accommodation addresses are not acceptable

10.2.4 Possess a valid credit or debit card issued by a bank acceptable to us

10.3 By making an offer to buy a Product, you specifically authorise us to transmit information (including any updated information) or to obtain information about you from third parties from time to time, including but not limited to your debit or credit card number or credit reports, to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

## **11. Your Personal Data**

11.1 We respect your personal information and undertake to comply with applicable Data Protection legislation in place from time to time.

11.2 We may hold information that you provide to us (such as on an application or registration form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies). This information ("Your Information") may include your name, address, date of birth, gender, telephone numbers, email address, bank and credit/debit card information, occupation and employment data, lifestyle information and details of how you use our products and services together with general information about the way you pay and manage your account.

11.3 Your Information may be held and used by us for a number of purposes and we may use third parties to support us with purposes which include, without limitation:

11.3.1 processing your orders or applications; administering your account and billing; settling accounts with those who provide related services to us; disclosing your data to bank and debit and credit card companies to validate your debit or credit card details; dealing with requests, enquiries or complaints and other customer care related activities; debt recovery (also using recovery agents and agents facilitating to contact you) and legal actions and all other general administrative and business purposes;

11.3.2 carrying out market and product analysis of Your Information to develop and improve and to tell you about Key Vape LLP's products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you. We may also use Your Information for the



purpose of testing our internal systems and developing new products and services. We may tell you by automated means or otherwise, including by email, fax, mobile text message, MMS, telephone, post and via world wide web, WAP and similar sites subject to any preferences indicated by you at the time you give us Your Information; contacting you about the products and services of carefully selected third parties and allowing you to receive advertising and marketing information from those selected third parties but without passing control of Your Information to the third party concerned;

11.3.3 passing on data to organisations from which you have ordered any products and services; registering your details and allocating or offering you rewards, discounts or other benefits and fulfilling any requests or requirements you may have in respect of our and our group companies' loyalty or reward programmes and other similar schemes;

11.3.4 carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement on us or in connection with legal proceedings, and for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders; or

11.3.5 carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer. We may also use your information for the purpose of testing our internal systems and developing new products and services.

11.4 You agree to the disclosure by us of the following information to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, credit provider or security agency:

11.4.1 any information relating to your contract with us including details of how you conduct your account and your obligations to us and your personal financial information;

11.4.2 any information which is covered by our registration under the Data Protection Act 1998 as amended from time to time; and

11.4.3 any information which we are required by an order of any court of competent jurisdiction or by statutory authority to disclose.

11.5 It may also be necessary for us to carry out anti-fraud and identity checks on you to help decide whether to accept your application or future applications, to verify your identity and to protect our legitimate interests. Any information obtained in such checks will be passed to credit reference agencies and may be used by third parties to assessing applications for credit from you and other members of your household and for debt tracing, crime and fraud detection and prevention and credit management purposes. You further agree that we may use Your Information for operating a publicly accessible directory service.

11.6 A comprehensive description of how we use personal information is publicly available from the Information Commissioner - please see [www.ico.gov.uk](http://www.ico.gov.uk).

11.7 If you do not wish your details to be used for the purposes described in Clauses 12.2 and 12.3, please write to 39 Church Street, Colne, England, BB8 0EB stating your full name, address, account number. Please note: this will not affect any marketing consent which you have already given to any of the companies referred to in Clause 12.3 in respect of agreements relating to other products and/or services.

11.8 Subject to your rights of objection set out in this clause, and your right of objection in the registration process, you agree that you consent to us contacting you for any of the above purposes whether by telephone, email, SMS or in writing and you confirm that you do not consider any of the above as being a breach of any of your rights under The Privacy and Electronic Communications (EC Directive) Regulations 2003.

11.9 You should be aware that if we are requested by the police or any regulatory government authority investigating suspected illegal activities to provide your user information or information concerning your activities whilst using the Service we shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use that is deemed by us to be inconsistent with these terms.

11.10 We may disclose to third parties aggregated data relating to the use of the Goods provided that a single individual is not identifiable in such data.

11.11 We will not collect any personal information about you unless you have chosen to give it to us. Do not give it to us if you do not want it collected.

11.12 We may use information we have collected about you for improving customer service, and to respond to your queries.

11.13 We may store some information on your hard disk ('a cookie'). To find out more about our use of cookies see our privacy policy.

11.14 When you speak to us on the phone, some calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

11.15 The personal information you provide by submitting this form will be collected by Key Vape LLP who may (i) pass Your details to any associated company and certain third parties to assist them in analysing use of the Website and enabling them to contact You about Goods or Services which may be of interest to You and (ii) use it in accordance with Our privacy policy.

## **12. Payment**

12.1 Payment can be made by any major credit or debit card. Payment will be debited and cleared from Your account before the dispatch of Your Good or provision of the Service to you.

12.2 You confirm that the credit/debit card that is being used is Yours.

12.3 All credit/debit card holders are subject to validation checks and authorisation by the card issuer and We may share Your personal information with such third parties as are necessary to enable Us to do such checks. If the issuer of Your payment card refuses to authorise payment to Us, we will not be liable for any delay or non-delivery.

## **13. Eligibility to Purchase**

13.1 The purchase of Goods or Services is limited to parties that lawfully can enter into and form contracts on the Website under English law and who are resident or incorporated in the United Kingdom. This means that if You are an individual, You must be 18 years or older to purchase any Goods or Services via the Website and by offering to purchase any Goods or Services You represent to us that You are 18 years of age or older. To register, You must provide Your real name, phone number, email address, credit card details and other requested information.

13.2 The Website is available only to individuals and companies or partnerships who We, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those who have been issued a valid credit card by a bank acceptable to Us, whose applications are acceptable to Us and who have authorised Us to process a charge or charges on their credit card in the amount of the total purchase price for any Goods or Services which they purchase.

13.3 By making an offer to buy any Goods or Services, You specifically authorise Us to transmit information (including any updated information) or to obtain information about You from third parties from time to time, including but not limited to Your credit-card number or credit reports, to authenticate Your identity, to validate Your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

C. GENERAL

## **14. Intellectual Property and Right to Use**

14.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in Us or Our licensors. You are permitted to use this material only as expressly authorised by Us or Our licensors.

14.2 You acknowledge and agree that the material and content contained within the Website is made available for Your personal non-commercial use only and that You may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

## **15. Notices**

15.1 You may send us notices under or in connection with these Conditions:

15.1.1 by post to 39 Church Street, Colne, England, BB8 0EB.

15.1.2 by email [info@keyvape.co.uk](mailto:info@keyvape.co.uk)

15.2 As proof of sending does not guarantee Our receipt of Your notice, You must ensure that You have received an acknowledgement from Us which should be retained by You.

## **16. Compliance with laws**

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

## **17. Limitation of Liability**

17.1 While We will use reasonable endeavours to verify the accuracy of any information We place on the Website, We make no warranties, whether express or implied in relation to its accuracy.

17.2 The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and We make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

17.3 We make no warranty that the Website will meet Your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy or reliability of the materials. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

17.4 To the fullest extent permissible under applicable law, We disclaim any and all warranties of any kind, whether express or implied, in relation to the Goods and Services including but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose.

17.5 Notwithstanding any other provision in the Conditions, nothing herein shall limit Your rights as a consumer under English law.

17.6 The information provided to You in connection with the Goods and Services is provided by the suppliers of such Goods and Services and You acknowledge that We do not verify the accuracy of such information. The fact that information, products or services are shown on this site does not necessarily mean that:

17.6.1 you should rely on the information (whether provided by us or third parties);

17.6.2 we endorse the information, products or services provided by third parties; or

17.6.3 the product and services that we provide are suitable for you. It is your responsibility to check this out. Some of the services on this site may not be available or may have changed.

17.7 We therefore exclude all liability of any kind (including but not limited to defamation, breach of confidence, intellectual property right infringements, invasion of privacy and negligence) for the transmission or reception of such information of whatever nature to

17.8 You acknowledge that We cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by You.

17.9 We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with these Conditions for:

17.9.1 any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

17.9.2 any loss of goodwill or reputation; or

17.9.3 any loss which was not brought to Our attention at the time the contract was made or any loss that would be an unforeseeable consequence of a breach of the contract by Us; or

17.10 in any case whether or not such losses were within the contemplation of either of Us at the date on which the event giving rise to the loss occurred, was suffered or incurred by one of Us arising out of or in connection with the provisions of any matter under these Conditions.

17.11 Nothing in the Conditions shall exclude or limit Our liability for death or personal injury resulting from Our negligence or that of Our servants, agents or employees.

17.12 We are not in any way responsible for anything mentioned on or linked to this site that someone else is marketing.

## **18. Severance**

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

## **19. Waiver**

No waiver by Us shall be construed as a waiver of any preceding or succeeding breach of any provision.

## **20. Survival**

Each provision of these Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

## **21. Entire Agreement**

These Conditions (as amended from time to time) contain the entire agreement between You and Us relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings, representations or proposals, written or oral, between You and Us in relation to such matters. You confirm that You have read these conditions and, You fully understand them and You also

agree that these conditions are the only terms (together with Your network provider agreement) that rule Your relationship with us.

## **22. Law**

23. The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

## **24. Handling Complaints**

24.1 There may well be occasions when you are unhappy with the service that We provided to You. In these cases, We will endeavour to be fair and efficient in handling any complaint You should have and to process your complaint confidentially.

24.2 If You have a complaint, please send Us a letter to this address (39 Church Street, Colne, England, BB8 0EB) or an email to this address ([info@keyvape.co.uk](mailto:info@keyvape.co.uk)).

24.3 We will endeavour to give You an answer within 21 days and will provide You with a likely timescale for resolving the dispute. We will keep You informed about the progress of Your complaint. We undertake to check Our system regularly for handling complaints and We welcome any suggestion You may have in relation to how this system may be improved

24.4 We undertake to check Our system regularly for handling complaints and We welcome any suggestion You may have in relation to how this system may be improved