***A.B. Hardware DIY & Gifts Ltd***

**WEBSITE TERMS AND CONDITIONS**

**Credit**

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**Introduction**

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[You must not use this website for any purposes related to marketing without [Stephen's] express written consent.]

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[Access to certain areas of this website is restricted.] [A.B Hardware DIY & Gifts Ltd] reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at [A.B. Hardware DIY & Gifts Ltd] discretion.

If [A.B. Hardware DIY & Gifts Ltd] provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

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[A.B. Hardware DIY & Gifts Ltd] reserves the right to edit or remove any material submitted to this website, or stored on [A.B. Hardware DIY & Gifts Ltd] servers, or hosted or published upon this website.

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This website is provided “as is” without any representations or warranties, express or implied. [A.B. Hardware DIY & Gifts Ltd] makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, [A.B. Hardware DIY & Gifts Ltd] does not warrant that:

* This website will be constantly available, or available at all; or
* The information on this website is complete, true, accurate or non-misleading.
* The prices will be correct in store.
* The stock is available.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

**Limitations of liability**

[A.B. Hardware DIY & Gifts Ltd] will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

* [to the extent that the website is provided free-of-charge, for any direct loss;]
* for any indirect, special or consequential loss; or
* for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if [A.B. Hardware DIY & Gifts Ltd] has been expressly advised of the potential loss.

**Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit [NAME'S] liability in respect of any:

* death or personal injury caused by [A.B. Hardware DIY & Gifts Ltd] negligence;
* fraud or fraudulent misrepresentation on the part of [A.B. Hardware DIY & Gifts Ltd]; or
* matter which it would be illegal or unlawful for [A.B. Hardware DIY & Gifts Ltd] to exclude or limit, or to attempt or purport to exclude or limit, its liability.

**Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

**Other parties**

[You accept that, as a limited liability entity, [A.B. Hardware DIY & Gifts Ltd] has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against [A.B. Hardware DIY & Gifts Ltd] officers or employees in respect of any losses you suffer in connection with the website.]

[Without prejudice to the foregoing paragraph,] you agree that the limitations of warranties and liability set out in this website disclaimer will protect [A.B. Hardware DIY & Gifts Ltd] officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as [A.B. Hardware DIY & Gifts Ltd].

**Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

**Indemnity**

You hereby indemnify [A.B. Hardware DIY & Gifts Ltd] and undertake to keep [A.B. Hardware DIY & Gifts Ltd] indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by [A.B. Hardware DIY & Gifts Ltd] to a third party in settlement of a claim or dispute on the advice of [A.B. Hardware DIY & Gifts Ltd] legal advisers) incurred or suffered by [A.B. Hardware DIY & Gifts Ltd] arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

**Breaches of these terms and conditions**

Without prejudice to [A.B. Hardware DIY & Gifts Ltd] other rights under these terms and conditions, if you breach these terms and conditions in any way, [A.B. Hardware DIY & Gifts Ltd] may take such action as [A.B. Hardware DIY & Gifts Ltd] deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

**Variation**

[NAME] may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

**Assignment**

[A.B. Hardware DIY & Gifts Ltd] may transfer, sub-contract or otherwise deal with [A.B. Hardware DIY & Gifts Ltd] rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

**Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**Entire agreement**

These terms and conditions [, together with [DOCUMENTS],] constitute the entire agreement between you and [A.B. Hardware DIY & Gifts Ltd] in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

**Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with [GOVERNING LAW], and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of [JURISDICTION].

**[Stephen’s] details**

The full name of [Stephens] is [Stephen Roberts].

[[NAME] is registered in [JURISDICTION] under registration number [NUMBER].]

[A.B. Hardware DIY & Gifts Ltd] [registered] address is [7 Standfield Centre, Boothstown M28 1FB].

You can contact [Stephen] by email to [abhardwarediygifts@gmail.com].

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