

Plooms Ltd

Terms and Conditions for using our website

This tells you the terms of use on which you may make use of our website www.plooms.co.uk ("**our site**"). Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Who we are

www.plooms.co.uk is a site operated by Plooms Ltd ("**We**"). We are registered in England and Wales under company number 8542106. Our registered office address is c/o Andrews & Palmer, 32 The Square, Gillingham, Dorset, SP8 4AR. Our VAT number is 166105621.

We are a limited company.

Accessing Our Site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation or social network (eg if you own a blog) to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance On Information Posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our Liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information About You And Your Visits To Our Site

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

It is a crime to use a false name or a known invalid credit card to order. Anyone caught deliberately entering an incorrect or fictitious order will be prosecuted to the fullest extent of the law.

Transactions Concluded Through Our Site

Contracts for the supply of goods formed through our site or as a result of visits made by you are governed by our terms and conditions of supply.

Viruses, Hacking And Other Offences

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

site via a denial-of-service attack or a distributed denial-of service attack.

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

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

Linking To Our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not without our prior written permission:

- establish a link from any website that is not owned by you; or
- frame our site on any other site; or
- create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to info@plooms.co.uk

Links From Our Site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction And Applicable Law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Trade Marks and Registered Design

The Plooms logo as it appears on our website and packaging is a trade mark of Sally Page which she has assigned to Plooms Ltd. All rights are reserved.

The design of the Plooms' pen clip is a registered design, registered by Sally Page

and assigned to Plooms Ltd. All rights are reserved.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Your Concerns

If you have any concerns about material which appears on our site, please contact info@plooms.co.uk

Supply Terms and Conditions

This tells you about us and the legal terms and conditions ("**Terms**") on which we sell any of the products ("**Products**") listed on our website at www.plooms.co.uk ("**our site**") to you, in your capacity as a consumer. The supply of Products to you is strictly not for commercial or business use or resale. If you would like to talk to us about becoming one of our authorised retailers, please contact us on the contact details given on our About Plooms page.

These Terms will apply to any contract between us for the sale of Products to you ("**Contract**") and replace any previous terms and conditions we may have uploaded to our site. Please read these Terms carefully and make sure that you understand them before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in them.

Please note the relevant entry on each page that draws your attention to these terms. By using this site you accept the terms and conditions. If you refuse to accept these Terms, you will not be able to order any Products from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

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Our Products

The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

Similarly, the packaging of the Products and the covers provided with them may vary from that shown on images on our site.

Within the packaging we supply cartridges of liquid ink. We take great care in our selection of ink supplier, however cartridges can leak as a result of changes in air pressure and damage to the outer layer during handling. We are not liable for any damages to the cartridges we supply or damages that occur due to leakages and/or spillages of ink.

We only supply the Products for domestic and private use. You agree not to use the Products for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Consumer Rights

As a consumer, you may only purchase Products from our site if you are at least 18 years old.

As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

How The Contract Is Formed Between You And Us

To place an order on our site, simply click on the design of your choice, and follow the instructions.

Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process as any amendments to your order cannot be guaranteed after you have submitted your order.

After you place an order, you will either receive an e-mail from us acknowledging that we have received your order, or a page will be generated on our website, acknowledging your order. Please either print or note carefully the details of that page. However, please note that this does not mean that your order has been accepted.

Our acceptance of your order will be generated when we dispatch your order.

If we are unable to supply you with a Product, we will inform you of this by e-mail and we will not process your order. If we are able to, we will offer you the nearest alternative or if you would prefer, we will refund you the full amount as soon as possible, if you have already paid for the Products.

Our Right To Vary These Terms

We reserve the right to revise these Terms from time to time.

Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

Your Cancellation And Refund Rights As A Consumer

The Consumer Protection (Distance Selling) Regulations 2000 will apply to any Contract formed through our site where you are a consumer.

To cancel a Contract, please e-mail us at info@plooms.co.uk You may wish to keep a copy of your cancellation notification for your own records.

If you are not happy with the Products when you receive them return them to us in a saleable condition with the box within 28 days and we will give you a refund or send you an alternative. You will be responsible for the cost of the return postage. If there is a fault with the Products we will also refund the postage you incurred in returning the Products.

Delivery

We aim to fulfill your order within a week, unless there is an Event Outside Our Control. If we are unable to meet the estimated dispatch date because of an Event Outside Our Control, we will contact you with a revised estimated dispatch date.

If Products fail to be delivered due to you providing an incorrect address we are not liable for providing a replacement, however we will work with you to try and track down the Products. If we find the Products are at an alternative address it will be your responsibility to collect them.

If Products fail to arrive we reserve the right to cancel the order or offer a replacement with a tracked delivery.

You own the Products once we have received payment in full, including all applicable delivery charges.

International Delivery

You will be responsible for payment of any import duties and taxes that apply for international deliveries. Please contact your local customs office for further information before placing your order.

You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

Price Of Products And Delivery Charges

The prices of the Products will be as quoted on our site or in our catalogue from time to time. We use our best efforts to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, we reserve the right to charge you the correct price.

Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below.

An "**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm,

flood, earthquake, subsidence, epidemic or other natural disaster, or failure of utilities services or public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

We will contact you as soon as reasonably possible to notify you; and our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

Communications Between Us

When we refer, in these Terms, to "in writing", this will include e-mail.

If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to the Plooms Ltd at 9 Yalbury Wood Way, Gillingham, Dorset, SP8 4GR or email info@plooms.co.uk we will confirm receipt of this by contacting you in writing, normally by e-mail.

Other Important Terms

We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

If any court or competent authority finds that any provision of a Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

If any invalid, unenforceable or illegal provision of a Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

A waiver of any right or remedy under a Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under a Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute

or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction, however we reserve the right to bring proceedings against customers in the countries of their residence.

Privacy Policy

Plooms Ltd ("**We**") are committed to protecting and respecting your privacy.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

Information We May Collect From You

We may collect and process the following data about you:

Information that you provide by filling in forms on our site www.plooms.co.uk ("**our site**").

If you contact us, we may keep a record of that correspondence.

We may also ask you to complete customer surveys that we use for improving and developing our products, although you do not have to respond to them.

Details of transactions you carry out through our site and of the fulfillment of your orders.

IP Addresses

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Cookies and Payment Details

We do not use cookies.

We use Paypal for our sales transactions and they have a comprehensive security policy designed to protect you.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

We do not store our customers' financial details

Uses Made Of The Information

We use information held about you in the following ways:

To ensure that content from our site is presented in the most effective manner for you and for your computer.

To provide you with information, products or services that you request from us or which we feel may interest you, where you have not stipulated we must not contact you.

To carry out our obligations arising from any contracts entered into between you and us.

To allow you to participate in interactive features of our service, when you choose to do so.

To notify you about changes to our service.

Disclosure Of Your Information

We may disclose your personal information to third parties:

In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

If the Company or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply [terms and conditions of supply](#) and other agreements; or to protect the rights, property, or safety of the Company, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Your Rights

You have the right to ask us not to process your personal data for marketing purposes.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Changes To Our Privacy Policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@plooms.co.uk