

## TERMS AND CONDITIONS

Pat4less allows its customers to purchase Portable Appliance Testing (PAT) services for any place of work or public place from its website [www.pat4less.co.uk](http://www.pat4less.co.uk).

### OVERVIEW

These terms and conditions are issued on behalf of Pat4less , so any use of "we", "us" and "our" refer to "Pat4less". Pat4less offers this website with other information, tools, products and services to the user, conditioned upon the acceptance of these terms and conditions and other policies.

By using our site, purchasing any product or service or performing any transaction, you agree to be bound by these Terms and Conditions, including other policies mentioned on the website [www.pat4less.co.uk](http://www.pat4less.co.uk). These Terms and Conditions are applicable to all the users of this site including browsers, customers, merchants, or any other contributor of the content.

If you do not agree to the terms mentioned here, please leave this site immediately.

Any new feature or content added to the website shall be subjected to these terms and conditions. Any new update in these terms and conditions will be posted here. It is the responsibility of the user to check periodically, if there has been any change in these terms and conditions or any other policy on this site.

All rights or obligations contained in this Agreement shall be severable and distinct, and if one or more of them is declared invalid, void, illegal or unenforceable, the rest shall continue to operate to the extent permitted by law.

## **SECTION 1: GENERAL CONDITIONS**

We reserve the right to refuse any service, product or content available on this website to anyone for any reason.

## **SECTION 2: ACCURACY AND COMPLETENESS OF INFORMATION**

We do not take any responsibility for the accuracy and correctness of the information provided on this website. The content provided on this website is for general information only and should not be relied upon while taking decisions solely based on this information, without referring to the primary source of information. It is in our sole discretion to update, modify content on this site anytime without anyone's permission.

## **SECTION 3: MODIFICATIONS TO THE SERVICES AND PRICES**

Prices for our services can be changed anytime without any notice. It is in our sole discretion to modify or discontinue any product or service without any notice.

## **SECTION 4: LAW GOVERNING AND JURISDICTION**

These Terms are governed, construed, and interpreted in accordance with English law. You agree to the exclusive jurisdiction of the UK courts for any dispute arising out of your use of this site. Use of this site is not authorized in any jurisdiction that does not give effect to these terms.

## **SECTION 5: PAYMENTS AND CANCELLATIONS**

We accept credit or debit cards. £20 processing fees will be levied if payment is made through cheque.

If payment is not made within 5 working days of the job being completed a late fee of 5% per week will be charged. After two weeks, it will be increased to 50%. If fee is not paid after two weeks of the completion of work court proceedings will be initiated for the recovery of payment.

## **SECTION 6: ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We may refuse any order placed on our website. It is in our sole discretion. In the case where we modify any order or cancel it we may attempt to contact you through the information provided during placing the order.

## **SECTION 7: UNAUTHORIZED USE OF THIS SITE**

Use of this site and systems without authority, including, but not limited to, unauthorized entry in Pat4less's systems, online accounts, passwords, or misuse of other information, is strictly prohibited. You may not use this site in any way that could damage, disable, overload or impair this site or service, or interfere with the use and use of this site or services by others. You agree not to engage in any activity related to this site which results in violation of applicable laws and regulations.

## **SECTION 8: MINORS**

You agree that you are at least of the age of 18. Our websites, products and services are intended for people who are 18 years old or older. You agree that you may not use your products for any illegal purpose, including violating any law such as copyright laws.

Any minor accessing this site will be assumed to have taken the permission or his/her parents or guardian.

## **SECTION 9: LINKS TO THIRD-PARTY SITES AND OPTIONAL TOOLS**

The site may contain certain products, services and content by third parties. We are not responsible for the accuracy and correctness of the content or services provided by these third parties and will not be liable for any damage caused by such content, product or service.

This website may contain links to third party websites, including advertisers' websites. The company is not responsible for the privacy policies of those websites or the cookies used by those websites. In addition, as the company does not control such websites and resources, we are not responsible for the availability of such websites or resources, and not responsible for any content, advertisements, products or other kind of materials provided by those websites or resources.

You may be provided with third party tools on our site which we neither control nor monitor. We shall not be liable for any damage arising out of use of such third party tools. Use of these tools is at your risk.

## **SECTION 10: USER COMMENTS. FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send us any content or without request from us you send us any comments, ideas, plans or proposals (collectively known as "comments"), by email, to physical address or otherwise, you agree that we have all rights regarding those comments, including editing, copying, publishing. We don't have any obligation to maintain those comments in confidence or pay compensation. You agree that you will post only those comments that you are legally entitled to publish, and reviews that you believe to be true, and that you will not purposely provide false or misleading information through these comments.

You agree that your comments will not violate any law, including any copyright laws or rights of the third parties. You also agree that your comments will not consist of any libelous, unlawful and obscene material, or contain any viruses or any other malware.

You alone are responsible for the comments you make. Pat4less will not be liable for any comments and their accuracy. We do not assume any liability arising from your comments.

## **SECTION 11: PERSONAL INFORMATION**

Please refer the Privacy Policy for the information that we collect from our users.

## **SECTION 12: ERRORS, INACCURACIES AND OMISSIONS**

There may be typographical errors, inaccuracies or omission in the content or in the services on the website which may be related to service description, pricing, offers , and promotions. It is in the sole discretion of Pat4less to correct any error, omissions or inaccuracies, and to modify, update or change the information on the website.

Pat4less does not have any obligation to update, modify or change the information in services, including pricing of the products, or any other content.

## **SECTION 13: CODE OF ETHICS AND CONDUCT**

### **Copyright Ownership**

The copyright to this website and to the materials on this site (including but not limited to text, images, photos, artwork, music, audio, video, and audiovisual materials on this site) is owned by Pat4less.

### **Copyright license**

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### **Data Mining**

Automatic and/or systematic collection of data on this site is strictly prohibited.

### **Enforcement of copyright**

Pat4less takes copyright protection of its content very seriously.

If Pat4less finds that you have used our copyrighted material in violation of the above license, Pat4less may take legal action against the use of such material for an injunction to stop the use of the material and monetary damages. You may have to pay our legal costs.

If you become aware of any use of Pat4less's copyrighted material that violates or may violate the above licenses, please let us know by sending an email to [info@pat4less.co.uk](mailto:info@pat4less.co.uk) .

## **SECTION 14: DISCLAIMER AND LIMITATION OF LIABILITY**

YOUR USE OF THE SERVICE AND PRODUCT IS AT YOUR SOLE RISK. THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PAT4LESS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR ANY CONTENT, PRODUCTS OR SERVICES INCLUDED ON, OR OTHERWISE MADE AVAILABLE TO YOU THROUGH, THE SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ACCURACY. WE SPECIFICALLY DISCLAIM ANY LIABILITY ASSOCIATED WITH THE USE OF THE PRODUCTS AND YOU AGREE THAT YOU WILL NOT SUE PAT4LESS FOR ANY CLAIM RELATED TO ANY PRODUCTS PURCHASED THROUGH THE SERVICES. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD

HARMLESS PAT4LESS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, VENDORS AND AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING OR ARISING OUT OF YOUR BREACH OF ANY OF THESE TERMS AND CONDITIONS.

YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL IN ANY WAY RELATED TO THE SERVICES AND/OR OUR CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SERVICES, OR OTHERWISE WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN TERMS AND CONDITIONS.

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#### **SECTION 15: INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless us and our employees, officers, directors and agents from all kinds of liabilities, expenses and claims, including attorney's fees that arise from the misuse of the website by you or made by a third party.

#### **SECTION 16: WAIVER AND SEVERABILITY**

No waiver by Pat4less of any of terms and conditions set forth in these terms and conditions shall be a continuing waiver of any other term or conditions, and failure of Pat4less to assert its rights or provisions under these Terms and Conditions shall not constitute a waiver of such rights or provisions. If any of these clauses of are held by a court to be invalid, unenforceable or illegal for

any such reason, such clauses shall be eliminated or limited to the minimum extent possible such that the remaining clauses of these Terms will continue in full effect and force.

## **SECTION 17: TERMINATION**

These Terms and Conditions are effective unless terminated by you or us. By notifying us that you do not want to use our products or services or by ceasing the use of our site, you can may terminate these Terms and Conditions.

If we suspect that you have failed to follow with these provisions of Terms and Conditions, we in on our own judgement may terminate this agreement anytime without any prior notice.

Any fraudulent, illegal or abusive activity may be grounds for the termination of your use of this website and maybe referred to proper law enforcement authorities. You agree that we shall not be liable to you or any other third party for the termination of your access to this site.

However, all the liabilities and obligations prior to the termination shall survive the termination of these Terms and Conditions.

## **SECTION 18: CONTACT US**

If you have any problems or questions, please email us at [info@pat4less.co.uk](mailto:info@pat4less.co.uk) .