

## Terms and Conditions of Web Site Use and Privacy Policy

Trade Management Services, The Nationwide Caterers Association ('THE PROVIDERS') nor any of their employees or agents shall be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone's use of the information. In no event shall 'THE PROVIDERS' or its employees be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement or substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this system, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

### Disclaimer of warranties and accuracy of data.

Although the data found using the 'THE PROVIDERS' access systems have been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. 'THE PROVIDERS' and its agents provides this information on an 'as is' basis. All warranties of any kind express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights are disclaimed.

### Disclaimer of endorsement.

'THE PROVIDERS' and its agents are a distributor of content sometimes supplied by third parties and users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of 'THE PROVIDERS' or its agents and shall not be used for advertising or product endorsement purposes. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favouring by 'THE PROVIDERS' or its agents.

### Disclaimer for External Links.

'THE PROVIDERS' and its agents are not responsible for the contents of any off-site pages referenced. The user specifically acknowledges that 'THE PROVIDERS' and its agents are not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user. Links from this web site to others on the World Wide Web do not constitute an endorsement from 'THE PROVIDERS' or its agents. These links are provided as an information service only. It is the responsibility of the web surfer to evaluate the content and usefulness of information obtained from other sites.

## The NCASS Work Opportunity Service

Every effort has been made to ensure that the opportunities and information listed on the NCASS Website (<http://www.ncass.org.uk>) are accurate, 'THE PROVIDERS' take no responsibility for errors, omissions, or accuracy of the opportunities. Neither does it take any responsibility for any financial loss on the part of either those placing an opportunity or those taking up an opportunity.

Anyone wishing to pursue these opportunities is strongly advised to confirm for themselves the validity of the opportunity before committing or handing over any money.

We also advise that all the paperwork/contracts that form part of any of these opportunities is carefully read and in the event of any uncertainty professional advice should be sought.

## Ordering / Sales / Shopping Cart

1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

2 Our acceptance of an order takes place when we despatch the order. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

3 We may refuse to accept an order:

- (a) where goods are not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria set out in our terms and conditions.

## Pricing and VAT

All prices include VAT (where applicable) at the current rates. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.

Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website. Our prices are reviewed periodically and are subject to change without notice

## Cancellation and returns

If you wish to cancel your order:

- (a) you can notify us by email to [sales@ncass.org.uk](mailto:sales@ncass.org.uk) before we have dispatched the goods to you; or
- (b) where goods have already been dispatched to you, by returning goods to us in accordance with clause 2 below.

2 You can return goods you have ordered from us for any reason at any time within 14 days of receipt for a full refund or exchange. The costs of returning goods to us shall be borne by you.

3 Upon receipt of the goods we will give you a full refund of the amount paid or an exchange credit as required.

4 The rights to return the goods to us as referred to in clause 3 will not apply in the following circumstances: -

in the event that the product has been used or to any products that we have made or customised specifically for you

## Third Part Goods/ Sales or Services

Where orders are placed via our system but with a third party 'THE PROVIDERS' accept no responsibility for the order, goods or delivery thereof or subsequent loss or damage for any reason. Where advice has been given via any of our third party service providers NCASS or its agents accept no responsibility for the advice given or subsequent loss or damage from using the advice to the receiver of the advice

The provisions of this clause 4 do not affect your statutory rights.

#### NCASS Insurance

NCASS insurance is **not** a business operated by 'THE PROVIDERS' insurance cover is provided by our insurance partners which may change from time to time. Details of the current provider will be provided on the web site.

No responsibility financial or in any other form is taken by 'THE PROVIDERS' for insurance contracts or advice provided by our insurance partners

#### Disclaimer of Duty to Continue Provision of Data.

Due to the dynamic nature of the Internet, resources that are free and publicly available one day may require a fee or restricted access the next, and the location of items may change as menus, home pages, and files are reorganized. The user expressly agrees that use of 'THE PROVIDERS's website is at the user's sole risk. 'THE PROVIDERS' and its agents do not warrant that the service will be uninterrupted or error free. The documents and related graphics published on this server could contain technical inaccuracies or typographical errors. Changes are periodically added to the information herein. 'THE PROVIDERS' and/or its respective programs may make improvements and/or changes in the information and/or programs described herein at any time.

#### Choice of Law.

Construction of the disclaimers above and resolution of disputes thereof are governed by the laws England and Wales and shall apply to all uses of this data and this system. By use of this system and any data contained therein, the user agrees that use shall conform to all applicable laws and regulations and user shall not violate the rights of any third parties.

#### Copyright.

'THE PROVIDERS' shall remain the sole and exclusive owner of all rights, title and interest in and to all specifically copyrighted information created and posted for inclusion in this system.

Please send permission requests in writing to Trade Management Services Ltd., 89 Mappleborough Rd, Shirley Solihull, West Midlands B90 1AG. United Kingdom

#### Linking to 'THE PROVIDERS's Website.

Links to 'THE PROVIDERS's website are permissible, please e-mail for permission requests to [linking@ncass.org.uk](mailto:linking@ncass.org.uk).

#### PRIVACY POLICY for web sites operated by NCASS and or Trade Management Services Ltd

'THE PROVIDERS' are dedicated to safeguarding and preserving your privacy when visiting our site or communicating electronically with us. This Privacy Policy, together with our terms and conditions

of use, explains what happens to any personal data that you provide to us, or that we collect from you when you are on this site.

We do update this Policy from time to time so please do return and review this Policy regularly. For the purpose of the Data Protection Act 1998 our data controller is Robert Fox.

### Information We Collect

In operating ('THE PROVIDERS') websites and membership facility we may collect and process the following data about you:

Details of your visits to our website and the resources that you access, including, but not limited to, traffic data, location data, weblogs and other communication data.

Information that you provide by filling in forms on our website, such as when you registered for information or make a purchase.

Information provided to us when you communicate with us for any reason.

Information when you sign up to receive our newsletters either by normal or electronic mail

Information you provide when you join the Nationwide Caterers Association, which can include such information as insurance documents, risk assessments and property security information

### Use of Cookies

We may on occasion gather information regarding your computer whilst you are on our website.

This enables us to improve our services and to provide statistical information regarding the use of our website to our advertisers where appropriate.

Such information will not identify you personally it is statistical data about our visitors and their use of our site. This statistical data does not identify any personal details whatsoever.

Similarly to the above, we may gather information about your general internet use by using a cookie file. Where used, these cookies are downloaded to your computer automatically. This cookie file is stored on the hard drive of your computer as cookies contain information that is transferred to your computer's hard drive. They help us to improve our website and the service that we provide to you. All computers have the ability to decline cookies. This can be done by activating the setting on your browser which enables you to decline the cookies. Please note that should you choose to decline cookies, you may be unable to access particular parts of our website.

Our advertisers may also use cookies, over which we have no control. Such cookies (if used) would be downloaded once you click on advertisements on our website.

### Use of Your Information

The information that we collect and store relating to you is primarily used to enable us to provide our services to you. In addition, we may use the information for the following purposes:

To provide you with information requested from us, relating to our products or services. To provide information on other products which we feel may be of interest to you, where you have consented to receive such information.

### To meet our contractual commitments to you.

To notify you about any changes to our website, such as improvements or service/product changes, that may affect our service.

If you are an existing customer, we may contact you with information about goods and services similar to those which were the subject of a previous sale to you.

If you have become a member of NCASS we will display your business information, as the primary purpose of the website is to act as an advertisement for the business and its services. You will have the opportunity to disable this facility.

If you submit your information to [www.eventsbook.co.uk](http://www.eventsbook.co.uk) we will display your business information as the purpose of the website is to act as an advertisement for the business and its services. Please be advised that we do not reveal information about identifiable individuals to our advertisers but we may, on occasion, provide them with aggregate statistical information about our visitors.

### Storing Your Personal Data

We may transfer data that we collect from you to locations outside of the European Economic Area for processing and storing. Also, it may be processed by staff operating outside the European Economic Area who work for us or for one of our suppliers. For example, such staff maybe engaged in the processing and concluding of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all reasonable steps to make sure that your data is treated securely and in agreement with this Privacy Policy.

Data that is provided to us is stored on our secure servers. Details relating to any transactions entered into on our site will be encrypted to ensure its safety.

The transmission of information via the internet is not completely secure and therefore we cannot guarantee the security of data sent to us electronically and transmission of such data is therefore entirely at your own risk. Where we have given you (or where you have chosen) a password so that you can access certain parts of our site, you are responsible for keeping this password confidential.

### Disclosing Your Information

Where applicable, we may disclose your personal information to any member of our group. This includes, where applicable, our subsidiaries, our holding company and its other subsidiaries (if any).

We may also disclose your personal information to third parties:

Where we sell any or all of our business and/or our assets to a third party.

Where we are legally required to disclose your information.

To assist fraud protection and minimise credit risk.

### Third Party Links

You may find links to third party websites on our website. These websites should have their own privacy policies which you should check. We do not accept any responsibility or liability for their policies whatsoever as we have no control over them.

### Access to Information

The Data Protection Act 1998 gives you the right to access the information that we hold about you. Please note that any demand for access may be subject to payment of a fee of £10 which covers our costs in providing you with the information requested. Should you wish to receive details that we hold about you please contact us using the contact details below.

### Contacting 'THE PROVIDERS'

We welcome any queries, comments or requests you may have regarding this document. Please do not hesitate to contact us at [enq@ncass.org.uk](mailto:enq@ncass.org.uk)

