

Lime One

These terms and conditions apply when you use our web-site to buy any products and or services from us.

1 ABIDE BY TERMS

By making use of our organisation and its services you will be deemed to be at least aged 18 and to have read and understood these terms and conditions and agree to be bound by them. If you are entering into an agreement on behalf of an organisation you confirm that you have the legal right and their consent to do so and that you will be responsible for the actions of all your employees, agents, consultants and anyone who appears or purports to be a member of your organisation or working with it.

2 PRODUCTS & SERVICES

(1) "Products and services" means any products, such as downloadable policies or documents, and any services which are supplied to you, including use of the web-site and the downloading of any documents, data or information, whether or not any charge is made.

(2) Products and services are provided to the best of our ability and experience. Website information is not intended to be used as a substitute for taking legal advice relating to your actual circumstances.

(3) Products available as an immediate download from our site have not been designed for your specific business requirements. They are generic in nature and for this reason we cannot insure them. All other services and documents provided to you in our tailored services are covered by our professional indemnity insurance policy to a maximum limit per claim of £500,000.

3 PRICES AND PAYMENT

(1) Payment for all services, including any taxes, must be made in full, by Bank Transfer, cheque or on line using credit/debit card within 7 days of the date of any invoice supplied. Documents can not be downloaded nor can services commence until we have received cleared payment.

(2) Once you have ordered services you are still responsible for payment. For non payment or payment problems we charge you 15% compound interest per annum for late payment until we receive full cleared payment together with any late payment penalties allowed under late payment legislation.

(3) Where payment is a part of staged payments such as monthly instalments, you are charged for one month's service in advance. Late or non-payment automatically means access to services stop until such time that full payment (including any accrued or extra payment) is made. No refunds will be made.

(4) If you cancel, any deposits are always non refundable.

(5) We reserve the right to increase prices by posting them on our website.

(6) Where payment is made via a third party such as a bank or credit/debit card provider, you are also confirming your agreement to adhere to their user agreements and it is your responsibility to be aware of any agreement that you will enter into with them.

4 PAYMENT & PASSING OF RIGHTS

No information, data, documents products or anything at all will pass to you until we have received full cleared payment for all the products services supplied by us and we retain a lien over anything supplied to us until we receive cleared payment.

5 TIME ESTIMATE

We use our reasonable endeavours to supply services within the time estimate that we give. However, we will not be liable for any consequences or loss or damage suffered because of any unavoidable or reasonable delay in completion, including third party involvement or your failure to provide instructions. Normal service times on our standard hourly rates are 3-5 working days from receipt of cleared payment. You will be informed in advance of rates applicable for faster turnaround times.

6 LIABILITY DISCLAIMER

(1) To the extent that the law allows we will not be held responsible for any loss, incidental or consequential damage, or loss arising out of installation, use (unauthorised or otherwise), errors, mistakes, accident, theft or fraud, destruction, or any part of the provision of products and/or services.

(2) In the unlikely event that we would be held liable for any losses occurring as a result of using/ failing to use the services or at all, then such total damages for any loss whatsoever shall be limited, in relation to any one incident or series of related incidents, to 105% of the amount paid by you in respect of the agreement under which you claim.

(3) All losses are subject to the limits of £500,000 as per our professional indemnity insurance policy.

7 YOUR INFORMATION AND DATA PROTECTION

Any services we provide to you may be reliant on information provided by you, so you are responsible for ensuring that any information you provide is accurate, correct and up-to-date. Any information we hold will be retained in accordance with current Data Protection legislation within England. Please also refer to our Privacy statement.

8 CONFIDENTIALITY

Both of us agree that the specifications, documentation and information relating to your purchase are confidential; including information obtained about each other, etc and as such can not be disclosed, other than as required by Statute or Court Order.

9 ASSIGNMENT

(1) The rights given cannot be transferred, sold, rented or shared in any way by you and nobody else can benefit but you.

(2) We reserve the right to assign and/or sub-contract any part of the services.

10 ELECTRONIC ORDERS

In view of the nature of the business services we provide, unless we have agreed otherwise in writing, we both agree that you waive any cancellation or refund rights under the Consumer Protection (Distance Selling) Regulations 2000, particularly Regulation 13.

11 CLIENT QUERIES / COMPLAINTS & NOTICES

(1) Complaints must be addressed in writing by e-mail to info@limeone.co.uk or in writing to Lime One Ltd 19 Telford Court, Chester Gates Business Park, Chester, CH1 6LT. We aim to respond to complaints within 14 days of receipt. If any complaint amounts to a breach of any term of this condition then you agree to allow us 60 days to remedy that breach.

(2) Notices for us must be in writing to our address above and any notices for you will be to the last address which you provide to us or your Registered Office.

(3) Notices will be deemed to have been received on the 7th day after posting using Royal Mail 1st class service provided that a duly stamped proof of posting is obtained from Royal Mail.

(4) You agree that you will do nothing which could restrict or inhibit our access for any examination following any complaint.

12 WEBSITE USE

Please also refer to our Website Use, and our Privacy, data and copyright policies which form part of these Terms & conditions

13 INVALIDITY

Each clause or any part at all of this agreement is to be regarded as independent of the others. Should any clause or any part at all of this agreement be found to be unenforceable or invalid it will not affect the enforceability or validity of the rest of this agreement.

14 TERM, BREACH AND CANCELLATION

(1) This agreement is for the time of purchase and use of any products and/or any services and/or any use of the website.

(2) We reserve the right to terminate this agreement

(a) Immediately if you breach any term of this agreement. You will not be entitled to any refund of unused services.

(b) By giving you 30 days notice. In these circumstances we will refund you for any unused services or pre-paid fees within 30 days of the service ceasing. However we will not be responsible for any liability whatsoever, including any claims, expenses and fees, relating to the notice period and service ceasing.

(3) If we do not act upon any breach immediately you should not assume that we have waived any rights as to enforceability or to seek redress, unless we have expressly stated that in writing.

(4) Other than any rights described in this agreement, you may terminate this agreement at any time giving us notice of 1 calendar month. However, any monies due under this agreement must still be paid and we will not make any refund at all, including for any unused services or pre-paid fees.

15 JURISDICTION

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

