



## Terms and Conditions

### Introduction

Use of this website is conditional upon you accepting the following terms and conditions. Unless otherwise specified, your acceptance of this User Agreement shall be indicated by your use of [www.fuzion4.co.uk](http://www.fuzion4.co.uk)

[www.fuzion4.co.uk](http://www.fuzion4.co.uk) is owned and operated by Fuzion4 Company No: 01285001, registered in the UK and having its registered office at Cirket House, Churchfield Industrial Estate, Sidney Little Road, St Leonards on Sea, East Sussex TN38 9PU. Telephone number +44 (0)1424 436385 (“we”/“our”/“us”).

These terms and conditions and our Privacy Policy, (together the “User Agreement”) form our entire agreement with you in respect of non-chargeable use of [www.fuzion4.co.uk](http://www.fuzion4.co.uk) and supersede any prior agreement or arrangement with you in respect of [www.fuzion4.co.uk](http://www.fuzion4.co.uk). If there are any updates to these Terms and Conditions they will be posted online. Continued use of the Service or the [www.fuzion4.co.uk](http://www.fuzion4.co.uk) website will be deemed to constitute acceptance of the new terms and conditions.

### Availability of [www.fuzion4.co.uk](http://www.fuzion4.co.uk)

We will endeavour to ensure that [www.fuzion4.co.uk](http://www.fuzion4.co.uk) is available 24 hours per day without any interruptions. However, we reserve the right to make [www.fuzion4.co.uk](http://www.fuzion4.co.uk) unavailable at any time or to restrict access to parts or all of [www.fuzion4.co.uk](http://www.fuzion4.co.uk) without notice.

The Service is made available to Customers solely to communicate information and to permit the Customer to obtain quotations from Suppliers or transact with Suppliers. [www.fuzion4.co.uk](http://www.fuzion4.co.uk) will not be party to any such transactions with Suppliers and all such transactions are subject to the terms and conditions of the relevant Supplier and [www.fuzion4.co.uk](http://www.fuzion4.co.uk) shall in no circumstances have any liability whatsoever in respect of any such transaction. [www.fuzion4.co.uk](http://www.fuzion4.co.uk) will not be responsible for any loss, cost or damage incurred by Customers arising out of or in relation to the transaction or attempt to enter into a transaction (including but not limited to failure to transmit or deliver any services, products or goods).

[www.fuzion4.co.uk](http://www.fuzion4.co.uk) does not warrant and excludes all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Services on or accessed via the [www.fuzion4.co.uk](http://www.fuzion4.co.uk) website, or otherwise sent to the Customer and the Customer agrees that sole responsibility for the accuracy, completeness, fitness for purpose or legality of

information relating to Supplier's information, goods or services shall rest with the Supplier.

[www.fuzion4.co.uk](http://www.fuzion4.co.uk) will use all reasonable endeavours to ensure that the information relating to Suppliers' services and the cost of such services is updated regularly. However, the Customer acknowledges that the prices are not updated every day and that it is the Customer's responsibility to verify prices with the Supplier.

The Customer grants [www.fuzion4.co.uk](http://www.fuzion4.co.uk) a royalty-free, perpetual, irrevocable, non-exclusive right to use, copy, modify, adapt, translate, publish and distribute world-wide any material transmitted by the Customer via the Services, save where such message is transmitted by way of private correspondence.

Title, ownership rights and intellectual property rights in and to the content accessed using the Services is the property of the applicable content owner or Supplier and may be protected by applicable copyright or other law. The Agreement gives the Customer no rights to such content.

#### **Use of [www.fuzion4.co.uk](http://www.fuzion4.co.uk)**

[www.fuzion4.co.uk](http://www.fuzion4.co.uk) is designed for your personal, non-commercial use and you must not use it in any other way without our consent. Except as permitted under applicable law, you must not use, copy, translate, publish, licence or sell [www.fuzion4.co.uk](http://www.fuzion4.co.uk) or any materials or information in [www.fuzion4.co.uk](http://www.fuzion4.co.uk) or the structure, overall style and program code of [www.fuzion4.co.uk](http://www.fuzion4.co.uk) without our consent. If you wish to make a request for consent, please contact us.

[www.fuzion4.co.uk](http://www.fuzion4.co.uk) does not sell any products online. We are an information website only, and correspondence pertaining to any purchases made through the listed websites should be directed to the relevant party and not [www.fuzion4.co.uk](http://www.fuzion4.co.uk). Our aim is to provide independent information on a wide range of online shopping sites only. We do not sell any products online, nor do we hold any financial or administrative information relating to the sale of products found through [www.fuzion4.co.uk](http://www.fuzion4.co.uk).

#### **Your Contributions**

You agree to only use [www.fuzion4.co.uk](http://www.fuzion4.co.uk) for lawful purposes and that any information that you provide in connection with, or which forms part of, [www.fuzion4.co.uk](http://www.fuzion4.co.uk) will be, as far as you are aware, true and accurate and will not infringe any copyright or trade mark, or any right of privacy, publicity or personality or any other right, whether registered or unregistered, of any other nature or any person, or be obscene or libellous or blasphemous or defamatory and you agree to indemnify us against all claims, proceedings, damages, liabilities and costs, including legal costs arising out of your breach of this term. We cannot make any assurances about the information or contribution made by any other user and you should exercise caution before acting or otherwise relying upon any information you obtain via [www.fuzion4.co.uk](http://www.fuzion4.co.uk).

## **Links**

[www.fuzion4.co.uk](http://www.fuzion4.co.uk) includes links to other internet sites. Without limiting what we say elsewhere, we make no representations or warranties about those sites or their content, nor that the links work. [www.fuzion4.co.uk](http://www.fuzion4.co.uk) is designed to provide a means of communication between visitors to our site and those merchants listed throughout. Any attempt to visit any of the merchant websites listed is at the user's own volition and by leaving (clicking away from) [www.fuzion4.co.uk](http://www.fuzion4.co.uk), we cannot accept any responsibility for any problems arising from contact with the listed website.

## **Data Protection**

It is your responsibility to ensure that that you give us an accurate and valid e-mail address and other contact details and tell us of any changes to them, however we cannot make any assurances about any other user you may meet using the [www.fuzion4.co.uk](http://www.fuzion4.co.uk). We comply with all applicable Data Protection laws in the UK. For a description of how we use your personal data, please see our privacy policy.

## **Intellectual Property**

[www.fuzion4.co.uk](http://www.fuzion4.co.uk), its style and structure, and the materials and information on [www.fuzion4.co.uk](http://www.fuzion4.co.uk) of [www.fuzion4.co.uk](http://www.fuzion4.co.uk) are protected by copyright and other intellectual property rights, and may not be used by you except as expressly provided in this User Agreement.

## **Our Liability**

Since all of [www.fuzion4.co.uk](http://www.fuzion4.co.uk) is both free and available to all, it is a condition that your use of [www.fuzion4.co.uk](http://www.fuzion4.co.uk) is at your own risk. We shall not be liable to you or in breach of this User Agreement for any delay or failure to perform any obligation if the delay or failure is due to a cause beyond our reasonable control including, without limitation, the blocking or restricting of information to and/or from our network. Except as expressly provided in this User agreement, we disclaim any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

Save as provided below, we disclaim all and will not be liable in contract, tort (including, without limitation, negligence) or otherwise arising in connection with this User Agreement or the [www.fuzion4.co.uk](http://www.fuzion4.co.uk) for: (i) consequential, indirect or special loss or damage; or (ii) any loss of goodwill or reputation; or (iii) any economic losses (including loss of revenues, profits, contracts,

business or anticipated savings), in each case, even if we have been advised of the possibility of such loss or damage and howsoever incurred. Our maximum liability to you in contract, tort (including, without limitation, negligence) or otherwise arising in connection with this User Agreement or the [www.fuzion4.co.uk](http://www.fuzion4.co.uk) shall be limited to £1. Notwithstanding any other provision of this User Agreement, we will be liable to you without limit for any death or personal injury caused by our negligence and to the extent that liability arises under Part 1 or section 41 of the Consumer Protection Act 1987 and for liability arising from statements made fraudulently by us.

While we make every attempt to check all submissions to [www.fuzion4.co.uk](http://www.fuzion4.co.uk), [www.fuzion4.co.uk](http://www.fuzion4.co.uk) accepts no liability for the content of any of the reviews and comments submitted. These are entirely the opinion of the user who submits the review and in no way reflect the opinion of [www.fuzion4.co.uk](http://www.fuzion4.co.uk)

Every effort has been made to ensure that all information is as current and accurate as possible throughout, however, where errors and inaccurate information appears we accept no responsibility or liability for any misfortune arising from inaccurate information published on [www.fuzion4.co.uk](http://www.fuzion4.co.uk). For up-to-date, accurate information relating to any of the products listed.

### **Small Print**

Either of us may terminate this User Agreement at any time. You may not transfer any of your rights or delegate any of your obligations under this User Agreement without our prior written consent. If we fail to enforce any provision of this User Agreement, that failure will not preclude us from enforcing either that provision (or any similar provision) on a later occasion. Nothing in this User Agreement shall confer on any third party any benefit or the right to enforce any term of the User Agreement. This User Agreement is governed by English law and any dispute connected with this agreement is subject to the exclusive jurisdiction of the English courts. Nothing in this User Agreement affects your statutory rights as a consumer.

### **Complaints**

If you believe that your intellectual property or other rights are being infringed by [www.fuzion4.co.uk](http://www.fuzion4.co.uk), or if you are dissatisfied with [www.fuzion4.co.uk](http://www.fuzion4.co.uk) or any aspect of our service, in the first instance please contact us