TWAM

Tools with a Mission

# Website terms and conditions

**Version 1.0, 09/03/2018**

Tools with a Mission (TWAM) has the company registration number 5114575, charity number 1104903 in England and SC044069 in Scotland. Our registered office is at: 2 Bailey Close, Hadleigh Road Industrial Estate, Ipswich. Suffolk. IP2 0UD.

Use of this site is provided by TWAM subject to the following terms and conditions.

All users of this website are bound by these terms and conditions so please read them carefully before proceeding. Your use of this site and the information available on this site is subject to the terms and conditions set out below and by using this site you are acknowledging your consent to them.

1. TWAM reserves the rights to change these terms and conditions at any time by posting changes online. Your continued use of this site after changes are posted constitutes your acceptance of this agreement as modified.

2. You agree to use this site only for lawful purposes, and in a manner which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the site by any third party.

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4. TWAM does not warrant that the functions and/or material on this website will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the materials.

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6. TWAM takes no responsibility for the content of external internet sites. Other websites that we link to are owned and operated by third parties and TWAM has no control over them. The fact that we include links to other websites does not mean that TWAM approves of or endorses any other third party website or the content of that website. We accept no liability for any statements,

information, products or services that are published on or are accessible through any websites owned or operated by third parties.

7. Any communication or material that you transmit to, or post on, any public area of the site including any data, questions, comments, suggestions, or the like, is, and will be treated as, non-confidential and non-proprietary information.

8. If there is any conflict between these Terms and Conditions and rules and/or specific terms of use appearing on this site relating to specific material then the latter shall prevail.

9. These terms and conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

10. If these Terms and Conditions are not accepted in full, the use of this site must be terminated immediately.

11. Where your money goes. When purchasing a virtual gift from TWAM, you are making a donation to support TWAM's vital work. When you buy a TWAM kit virtual gift, your money will go towards the sourcing of missing items for tool kits. Should all these items have already been sourced, the money will go towards the operational costs of TWAM, including collection, refurbishment, packing and logistics of sending tool kits to Africa. You will receive a card(s) to represent your virtual gift(s). Because your purchase of a virtual gift is in fact a donation you can opt in for Gift Aid (if you are a UK tax payer) and there is no VAT due.

12. Postage and packing. All prices are inclusive of postage and packing within the UK. However, we welcome an online donation to reflect the delivery charge via the donate facility on the TWAM website.

13. Delivery. TWAM offers free postage and packing for all deliveries within the UK. We will send your TWAM card out within five working days of receiving your order by second class post.

TWAM partners with the Royal Mail for deliveries and details of their delivery times are generally:

- 3 working days for UK deliveries (including Channel Islands)
- 10-15 working days for the Republic of Ireland and International deliveries

14. Customer Services. If you have any queries about TWAM, how it works or your order, please email us at post@twam.uk. Telephone 01473 210220, or write to Tools with a Mission, 2 Bailey Close, Hadleigh Road Industrial Estate, Ipswich. Suffolk. IP2 0UD.

15. Data Protection. TWAM is owned and managed by TWAM. TWAM holds and processes personal details in accordance with the Data Protection Act 1998 and is registered with the Information Commissioner. Personal details provided to us through this website shall only be used in accordance

with our Privacy and Cookies policy. Please read this carefully before proceeding. By providing your personal details to us you are consenting to their use in accordance with our privacy policy.

16. General. Save as expressly provided, these terms are not intended to confer any benefit on a third party under the provision of the Contracts (Rights of Third Parties) Act 1999. Any rights not expressly granted herein are reserved to us.

We reserve the right to decline to supply any individual or company. We reserve the right at any time to suspend or terminate your access to or use of the website. If any provision of these terms and conditions is found to be invalid by any Court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms and conditions which shall continue to have full force and effect.

We will not be liable to you in the event that we are prevented by circumstances beyond our control from delivering any product which you have ordered.

The failure by us to exercise any right or remedy under these terms and conditions shall not constitute a waiver of that right or remedy.