

DEKA

DEKA DESIGN LTD: WEBSITE TERMS AND CONDITIONS

ABOUT OUR WEBSITE

This website at <https://www.deka-design.com>, is designed purely to provide information on the products and services provided by DEKA Design LTD.

Each time you access this website or any page of this website you are deemed to have read, understood and agreed to be legally bound by these terms and conditions. If you do not agree to these terms and conditions, you may not use our website.

This website is owned by DEKA Design LTD. We are registered in England and Wales under company number 11426010 and have our registered office at The Glassworks, Folkstone, CT20 1JG.

For the purpose of these terms and conditions “we”, “us” and “our” refers to DEKA Design LTD.

OUR OTHER POLICIS

As well as these terms and conditions the privacy policy also applies to your use of this website which can be found at <https://www.deka-design.com>, which sets out the terms upon which we process any Personal Data we collect from you, or that you provide to us. By using our site, you consent to this processing and you warrant that all data provided by you is accurate.

CHANGES TO THESE TERMS

We may amend these terms and conditions at any time by updating them on our website. You should review these terms and conditions to check for changes each time you access our website.

OUR RIGHTS TO MONITOR AND EDIT

DEKA Design LTD reserves the right but is not obliged, to add, modify or delete information on this website at any time. Subject to our privacy policy, we reserve the right at all times to use, process and disclose any information you submit via this website for any reason, including to satisfy any law, regulation or request by an applicable authority.

NO RELIANCE ON INFORMATION

The content on our website is provided for general information only. DEKA Design LTD has taken all reasonable care to ensure that the information contained on this website is accurate and up to date, but the information still needs to be independently verified. No representation or warranty, expressed or implied, is made as to its accuracy or completeness and it is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on our website.

ACCESSING OUR WEBSITE

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. You agree that we may, in our sole discretion, at any time and without notice, block or terminate your or any other person's access to all or part of this website. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website.

You are also responsible for ensuring that everyone who accesses our website through your internet connection is aware of these terms and conditions, and that they comply with them.

OUR INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights in this website, the material contained in it and any trademarks and brands included in that material, belong to DEKA Design LTD and/or its licensors and/or its suppliers and those rights are protected by laws and treaties around the world. All rights are reserved.

Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish, sell, or distribute the material on this website, or create any other material using material on this website, without obtaining our express prior written consent. Our status (and that of any identified contributors) as the author of content on our website must always be acknowledged.

OUR LIMITATION OF LIABILITY

Neither we nor anyone else, including the officers, directors, employees, shareholders or agents of any of them, will be liable for any amount or kind of loss or damage that may result to you or anyone else in connection with:

this website in any way; or

the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites.

In particular, we will not be liable for loss or damage due to viruses, distributed denial-of-service attacks, or other technologically harmful material that may infect your computer equipment, software, data or other property on account of your access to or use of or your downloading of any material from this website or any websites linked to this website.

If you are a business user, please note that, in particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any liability which cannot be excluded or limited under applicable law.

If your use of material on the website results in the need for servicing, repair or correction of equipment, software or data, you assume all related costs.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by us to you. These will be set out in our standard terms and conditions of business, which we will provide to you separately.

Website links

This website may contain links to third party websites. These links are provided only for your convenience and their presence does not imply that we have reviewed or endorsed these third-party websites, or the content contained on them. We have no control over and are not responsible for the availability of, or the information, materials, products or services contained or accessible through, third party websites and we accept no liability howsoever arising in respect of any such websites. If you decide to use a third-party website, you do so entirely at your own risk.

Viruses

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored, or any server, computer or database connected to our website.

You must not attack our website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will

co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

LINKING TO OUR WEBSITE

Anyone who wishes to link to this website should notify us in writing of their intention before doing so. We reserve the right to deny or withdraw permission for any such links at any time. If, however, we give written permission for any such links, we are not under any obligation to establish reciprocal links.

You must not establish a link that suggests any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you. Our website must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.

You may not edit, modify or re-distribute any content from our website, or use it for commercial purposes without first obtaining our permission. If you wish to make any use of content on our Site other than that set out above, please contact us at info@deka-design.com.

GOVERNING LAW

It is intended that the information on this website be used by residents of the United Kingdom. If any provisions (or part of a provision) within these terms and conditions shall be deemed unlawful, void or for any other reason unenforceable, then that provision (or part) shall be severable from the remaining terms and conditions and shall not affect the validity and enforceability of them (or parts of them). These terms and conditions will be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction in respect of any dispute arising out of these terms and conditions.

PRIVACY POLICY

Any Personal Data that you provide when using this website will be used in accordance with our privacy policy.

Last Updated: 02 April 2023