

We can confirm that the website www.windowmonkey.co.uk is trading from the UK and its legal terms including its privacy policy are in compliance with the laws of the UK.



PLEASE READ THESE TERMS AND CONDITONS CAREFULLY BEFORE USING THIS SITE

1. Who we are and how to contact us:

- 1.1. www.windowmonkey.co.uk (our 'Site') is operated by ToolMonkey Limited trading as Window Monkey ('we', 'us', or 'our'). We are a limited company registered in England and Wales under company number 02884925. Our registered office is at Unit 9 Clipstone Brook, Cherrycourt Way Trading Estate, Leighton Buzzard, Bedfordshire, LU7 4GP. Our main trading address is at Unit 4 Rowan Corner Cherrycourt Way Industrial Estate, Leighton Buzzard, LU7 4UH.
- 1.2. To contact us please email info@windowmonkey.co.uk or telephone us on 01525 374543.

2. By using our Site you accept these terms:

By using our Site, you agree to accept and comply with these terms of use. You must not use this Site if you do not agree to these terms. We recommend that you keep a copy of these terms for future reference. Our Site is directed at people residing in the United Kingdom. The content available on or through our Site may not be suitable for use or available in other locations.

3. About our Site:

Our Site is a brochure Site which provides information about the goods and/or services we offer. We are a specialist trade supplier which partners with brands and installers to offer a complete service. If you like what you see and would like further information and/or quotations, then contact us on 01525 374543 or at info@windowmonkey.co.uk.

4. There are other terms that may apply to you:

4.1. These terms refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy explains how we may use your personal information.
- Our Cookie Policy explains which cookies our Site uses and why.
- Our Intellectual Property ('IP') Notice provides information about the IP on our Site.

4.2. You are responsible for ensuring that every person who accesses our Site through your internet connection are aware of and comply with these terms and other applicable terms.

5. We may make changes:

5.1. From time to time, we will amend these terms. Every time you use our Site, please check that you have read and understood the terms that apply at that time. These terms were most recently updated on 29 March 2022.

5.2. We occasionally update and change our Site to reflect changes to our goods and/or services, our user's needs, and our business priorities.

6. We may suspend or withdraw our Site:

We do not guarantee that our Site, or any content on it will always be available. We may suspend, withdraw, or restrict the availability of all or any part of our content or Site. We will try to give reasonable notice of any suspension or withdrawal.

7. We may transfer this agreement to someone else:

We may transfer our rights and obligations under these terms to another organisation or legal entity. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this agreement.

8. How you may use the material on our Site:

- 8.1. We are the owner or the licensee of all intellectual property on our Site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2. You may print off or download one copy of the content posted on our Site for your personal use and you may draw the attention of others to the content on our Site.
- 8.3. You must not modify, in any way, any of the material you may have printed off or downloaded from our Site. You must not use any photographs, illustrations, video, audio, or graphics separately from the accompanying text.
- 8.4. Our status and that of any identified contributors as the authors of content on our Site must always be acknowledged.
- 8.5. You must not use any content posted on our Site for commercial purposes without obtaining a license to do so.
- 8.6. If you print off, download, or copy any part of our Site in breach of these terms of use, your right to use our Site will stop immediately and you must return or destroy any copies of the content you have made at our option.

9. Do not rely on information on this Site:

- 9.1. The content on our Site is for general information only. It is not intended to be advice that can rely on. You must get professional or specialist advice before taking, or refraining from, any action based on the content on our Site (including our Blog).
- 9.2. Although we make reasonable efforts to keep the information on Site up to date, we do not in any way guarantee that the content on our Site is accurate, complete, or up to date.

10. We are not responsible for websites we link to:

Our Site may contain links to other Sites and resources provided by third parties. These links are for your information only. It should not be taken that

these linked websites or their content is approved by us. We have no control over the contents of those Sites or resources.

11. User generated content is not approved by us:

- 11.1. Our Site may include information and materials uploaded by other Site users, including to bulletin boards and reviews. This information and material has not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.
- 11.2. If you wish to complain about material uploaded by other users, please contact us on info@windowmonkey.co.uk.

12. Our responsibility for loss or damage suffered by you:

12.1. Whether you are a consumer or business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by the negligence of us, our employees, subcontractors, or agents and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability resulting from the supply of any products to you, which will be set out in our Terms and Conditions of Supply.

12.2. If you are a business user:

- We exclude all implied conditions, warranties, representations, or other terms that may apply to our Site or any content on it.
- We will not be liable to you for any loss or damage whether in contract, tort (including negligence), breach of a statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - a) Use of, or inability to use, our Site; or
 - b) use of or reliance on any content displayed or referred to on our Site.
- We will not be liable for:
 - a) Loss of profits, sales, business, or revenue;

- b) business interruptions;
- c) loss of anticipated savings;
- d) loss of business opportunity, goodwill, or reputation; or
- e) any indirect or consequential loss or damage.

12.3. If you are a consumer user:

- Our Site is provided for domestic and private use only. You must not use our Site for any commercial or business purposes, and we have no liability to you for any loss of, profit, business, opportunity, or business interruption.

13. How we may use your personal information:

We will only use your personal information as set out in our Privacy Policy.

14. We are not responsible for viruses and you must not introduce them:

- 14.1. We do not guarantee that our Site will be secure or free from any bugs or viruses. You are responsible for configuring your information technology computer programs and platform to access our Site. You should use your own virus protection software.
- 14.2. You must not misuse our Site by introducing any viruses or any other malicious software. You must not attack our Site via a denial of service (DOS) attack or via a distribute DOS attack. By breaching this provision, you would be committing a criminal offence under Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and will disclose your identity to them. In the event of such breach, your right to use our Site will stop immediately.

15. Rules about linking to our Site:

- 15.1. You may lawfully link to our home page, providing it is done in a way that is fair and does not damage our reputation, or take advantage of it.
- 15.2. You must not establish a link in a way that suggests any form of association, approval, or endorsement by us when none exists. You must not establish a link to our Site in any website that is not owned by you and that website must

comply with these terms of use. Our Site must not be framed in any other Site, and you cannot create a link to any part of our Site other than the home page.

- 15.3. We reserve the right to withdraw linking permission without notice.
- 15.4. If you wish to link to or make any use of the content on our Site other than that set out above, please contact info@windowmonkey.co.uk.

16. Which country's laws apply to any disputes?

- 16.1. If you are a consumer, these terms of use, their subject matter and formation are governed by English law. We both agree that the courts of England and Wales will have sole jurisdiction except if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 16.2. If you are a business, these terms of use, their subject matter, formation, and any non-contractual disputes or claims are governed by English law. We both agree that the courts of England and Wales will have sole jurisdiction.
- 16.3. If the courts find any particular term within these terms to be unenforceable, all remaining terms will still apply.