

## **Website terms and conditions**

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Thoburns Enforcement Services Limited relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Thoburns Enforcement Services Limited' or 'us' or 'we' refers to the owner of the website whose registered office is Design Works, Unit 12, William Street, Felling, Gateshead. NE10 0JP. Our company registration number is 2461030 and is registered in England and Wales. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trade marks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

## **Payment Services**

Our online payment system is managed by a third party on our behalf. The system accepts Credit and Debit card payments only.

Any third party making a payment on behalf of a debtor by proceeding with the payment you confirm that you have the necessary authority and or permission to do so.

## **Refunds**

Where a payment has been authorised by you and allocated to discharge a specific debt there is a strict no refund policy.

Where you believe that a payment has been made in error or that it contains incorrect material details you must contact us by email to [info@thoburns.co.uk](mailto:info@thoburns.co.uk).

## **Personal information**

We retain and use all information strictly under the Privacy Policy.

We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

## **Privacy**

1. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation regarding your personal information.
2. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (<http://thoburns.co.uk/thoburnsPrivacyPolicyApril2019.pdf>).
3. For the purposes of these Terms and Conditions:
  - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
  - b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
  - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
4. We are a Data Controller of the Personal Data we Process in providing the Services to you.
5. Where you supply Personal Data to us so we can provide Services to you, and we Process that Personal Data in the course of providing the Services to you, we will comply with our obligations imposed by the Data Protection Laws:
  - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
  - b. we will only Process Personal Data for the purposes identified;
  - c. we will respect your rights in relation to your Personal Data; and
  - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
6. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: [info@thoburns.co.uk](mailto:info@thoburns.co.uk).

## **Website disclaimer**

The information contained in this website is for general information purposes only. The information is provided by Thoburns Enforcement Services Limited and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of Thoburns Enforcement Services Limited. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Thoburns Enforcement Services Limited takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.