



## Web Site & User Communication Conditions of Use Terms & Conditions 2016

1. The legal documents provided online are for your convenience. In the event you do not understand any elements relating to our Terms & Conditions and require further information and/or explanation, please contact us immediately (and before making purchases, enlisting our services and/or accessing our website).

In all cases our [Business Terms & Conditions](#) take precedence over the [Web Site & User Communication Conditions of Use](#). These pages together with the documents the pages refer to, confirms the terms & conditions on which you may make use of the *Ulric of England* Web site including the purchase of products and services and the use of User Communications including email and telephone facilities. By accessing and using the *Ulric of England Web site* and User Communications you agree to be bound by these terms.

**1.1 Ulric of England.** Trading Name. Established 1976.

**1.1.1** The trading name *Ulric of England, Ulric of England Fine Militaria, Ulric of England Fine Medals, Ulric of England Fine Medals & Militaria, Ulric of England 1976, Ulric of England & Associates,* 'us,' 'our' 'we' 'the Company' refers to the *Ulric of England Website, and Ulric of England* company trading at the following address; P.O. Box 55, Church Stretton, Shropshire, England, SY6 6WR.

**1.1.2** The P.O. Box address is for letters and billing only. The P.O. Box address does not accept parcels. To ensure we take safe delivery of your parcel please contact us to arrange delivery. Please confirm your [sending from] location and the item for proposed shipment. Further to receiving this information we will confirm the most suitable delivery address for your parcel. Please do not send parcels without prior arrangement.

### **1.2 Third Party Company**

Website and User Communications including product updates, amends, technical errors, and User Communication-monitoring are managed on behalf of *Ulric of England* by an independent third party company.

### **1.3 Accessing The Ulric of England Website**

Access to the *Ulric of England Website* and use of User Communications is permitted on a temporary basis. We reserve the right to withdraw or amend the service with or without prior notice, with or without reason. You are responsible for making all arrangements necessary for you to have access to the site. You are also responsible for ensuring all persons accessing the site through your Internet connection are aware and comply with our terms. Where you are provided with a user ID, password or any other piece of information as part of our security procedures you must treat such information as confidential and not disclose it to any third party. You are responsible for any transactions undertaken by any third party where you have disclosed such information.

### **1.4 Your status**

By accessing the *Ulric of England Website* and purchasing products or services on the *Ulric of England Website* or offered for sale by The Company through any Company User Communication promotions you warrant you are legally capable of entering into binding contracts and are at least 18 years old.

## **2. Intellectual Property Rights & Copyright**

We own or license the Intellectual Property and Copyright in this site, in material published on it and in emails we send which may contain product descriptions and photographs. These works are protected by international copyright law. All our rights are reserved. Permission is required in writing from Ulric of England prior to reproducing and/or distributing photographs including downloading, distributing, and sharing photographs on digital platforms including internet forums. You may not modify the information or materials in any way, reproduce, publicly display or perform or distribute or otherwise use such materials for any public non-commercial or commercial purposes. Nothing contained on the Website grants or should be considered to grant by implication estoppels or otherwise, any license or rights to use any of the Materials. Any unauthorized use may violate Intellectual Property laws, trademark laws, copyright laws, laws of privacy and publicity, other laws and regulations.

2.1 The rights to reproduce certain images may be available under License.

### **2.2 Where Ulric of England acts as The Agent**

Where Goods are consigned for sale, all intellectual property rights and copyright in material relating to the Goods (for example Product photographs taken by *Ulric of England* and displayed on the *Ulric of England website*) is- and shall remain with *Ulric of England* pursuant to a sale unless otherwise agreed in writing

2.2.1 Unless otherwise agreed in writing *Ulric of England* reserves the right to continue to display and distribute product photographs and descriptions pursuant to a sale. Please refer to our *Business Terms & Conditions* for further information.

## **3. Liability and reliance on information posted**

Commentary and other materials posted on the *Ulric of England Web site* is an expression of opinion only and not intended to amount to expertise and/or advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed by any visitor to the site or anyone who may be informed of any of its contents, or through any written or spoken communication. The *Ulric of England Website* may contain inaccuracies or typographical errors including pricing and exchange rate errors and omissions. *Ulric of England* is not liable for any such inaccuracies including exchange rate notifications which are provided only as a guide. We do not make any express or implied warranties or representations in relation to the web site and/or products and services (including, without limitation, warranties, non-infringement or any implied warranties), and the same are hereby excluded.

3.1 You acknowledge and agree that it is technically impossible to provide the web site free of faults, bugs and errors and that access to the web site is provided on an "as is" and "as available" basis entirely at your own risk. We do not accept any liability for faults errors or issues outside our control which may lead to temporary unavailability of the web site, delay response to emails, whether this is in our

### 3.2 Descriptions | Photographs

The Website catalogue entry for any given Product includes a 7-digit Product Identity Code prefixed with the letter b or g, description and photographs. The descriptive entry is *Ulric of England's* opinion, where a Product has been consigned for sale, the descriptive entry is the opinion of the Vendor and *Ulric of England*. Products for sale on consignment may or may not include provenance details supplied by the Vendor to *Ulric of England*.

**3.3** Product information is intended to enable informed purchasing decisions, however product photographs may not be to scale and/or show a true colour match. Product descriptions, including price values may be amended at our discretion with or without prior notice or reason. For further information refer to Trade Descriptions/27.

**3.4** All prices including prices in written and verbal communications are quoted in GBP Pounds Sterling unless stated otherwise. Exchange rate calculations provided by *Ulric of England* are a general guide and not to be relied upon.

**3.4.1** We are pleased to supply additional product photographs to enable informed purchasing decisions.

We reserve the right not to supply additional photographs with or without reason, generally comprehensive may not be improved upon to further buying decisions.

**3.4.2** The timescale for the provision of additional photographs is 5 working days thereabouts

**3.4.4** During particularly busy periods our and/or time-consuming requests our photographer-timescales may exceed 5 working days

detailed photograph requirement

**4. Termination.** You or we may suspend or terminate your account or your use of this Website including any form of User Communications at any time, with- or without prior notice or reason. You are personally liable for any orders you place or charges you incur prior to termination. We reserve the right to change, suspend, or discontinue all or any aspect of this Website at any time with- or without prior notice or reason.

**5. Changes.** Our Website is updated every five working days thereabouts, therefore the content may change at any time. We also have the right not to update, to suspend or close the website indefinitely, with- or without prior notice or reason.

**5.1 Information about you & your visits to our site.** We process information about you in accordance with our Privacy Policy.

You consent to such processing and warrant that all data provided by you including your name, postal address, and any associated identification, is accurate and up-to-date.

**6. Inaccuracies.** *Ulric of England* is not liable for any Website or communication inaccuracies including pricing, description errors and/ or omissions.

7 In the event you notice any inaccuracies errors and/or omissions please kindly advise and we will make appropriate amends

7.1 In the event you may wish to share your opinion with a view to improving the Website or any elements relating to our business, please telephone or send an email. We welcome constructive comments

**8 Contracts** in relation to the sale of any product or service advertised on this Website are governed by the [Conditions of Sale](#) and our [Business Terms & Conditions](#). For full details see [Business Terms & Conditions](#) and [Conditions of Sale](#).

**9. Buyer Proof of Identity.** We reserve the right to request proof of identification before accepting orders.

**10. Uploading to the *Ulric of England* Website.** Whenever you make use of a feature that allows you to upload material to our site or to make contact with other users of the site you must comply with our [Content Standards. Please contact us for more information.](#) You warrant that any such contribution complies with those standards and you indemnify us for any breach of that warranty.

**10.1 Linking to the *Ulric of England* Website.** You may link to our site, provided you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. In particular, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The *Ulric of England* Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

**10.2 Links from our site** From time-to-time our site may contain links to various other sites and/or other resources provided by third parties. These links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may be suffered in connection with your use of them.

**11. Jurisdiction & applicable law.** The courts of England & Wales will have exclusive jurisdiction over any claim arising from or related to a visit to this web site although we have the right to bring a claim against you in your local jurisdiction. The law of England & Wales will apply to these terms and conditions. At our election, acting reasonably in what we believe to be the best interests of the parties and for an economical and fair resolution, any dispute relating to these terms & conditions may be resolved by appropriate means of alternative dispute resolution (including arbitration, mediation or referral to an expert).

**11.1. Dispute** Any dispute relating to any sale, purchase and/or service made by you or any contract resulting from acceptance of your sale or purchase in respect of any product shall be governed by our [Conditions of Sale](#) applicable to the relevant sale and Product. Dispute enquiries must be sent by email [and registered posted letter](#) and sent first class/priority/air mail to our PO box address.

**11.2. Suitability.** We make no representations that the content of our Web site is suitable for any particular purpose or audience or the viewing and downloading of any part of our Web site is legal in any country outside the United Kingdom. In the event you may have accessed the site from a location outside the United Kingdom, it is your responsibility to ensure you are compliant with the laws of your jurisdiction.

**12. Miscellaneous** In the event any of these *Conditions* are determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions, which will continue to be valid to the fullest extent permitted by law.

**13. Site Security** You may not use any mechanism, software or other device to affect the functioning of the web site, any sale advertised on the web site or associated User Communications. You agree that you will not infect the web site with any virus, worms or other contaminants (including, but not limited to; logic bombs, time bombs, cancel bots or Trojan horses). We do not use cookies to gather information from you other than information about our own web site.

**13.1. Where we store your personal data** The data that we collect from you may be transferred to and stored at a destination outside the European Economic Area. By submitting your personal data you agree to this transfer. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with our [Privacy Policy](#). All information you provide to us is stored on our secure servers. Where we have provided you (or where you have chosen) a password, user ID or PIN which enables you to access certain parts of our site, or download and access emails on your computer to enable card payment processing, you are responsible for keeping this information confidential. We suggest you not to share passwords, user ID or PIN numbers.

**13.2** The transmission of information via the Internet is not completely secure. Therefore, while we endeavour to protect your personal data, we cannot ensure the security of your data transmitted to our site. Any transmission is at your own risk. Once we have received your information we will use strict procedures and security features to prevent unauthorised access.

**13.3. Uses made of the information** We may use information held about you in the following ways, to:

- ensure that content from our web site is presented in the most effective manner for you and for your computer;
- provide you with information, products or services that you request from us or which we feel may interest you;
- allow you to participate in interactive features of our service where you choose to do so;
- notify you about changes to our service;
- analyse information about our users in order to identify their potential preferences.

**13.4.** We may disclose your personal information to any member of our company (which, where appropriate means our subsidiaries, our ultimate holding company and its subsidiaries as defined in *section 736 of the UK Companies Act 1985* and hereafter defined as 'The Act'.

**13.5.** We will not disclose your data to any third party outside our group for the purpose of direct marketing but we may from time-to-time provide you with information about goods and services that we feel may be of interest to you including those provided by third parties. We will keep your postal address, telephone and email contact details on file for a period of 5 years from the date of your last contact with us in order to simplify any future registration.

**13.6. Access to information** The Act gives you various rights including the right to access information held about you. Your right to access can be exercised in accordance with The Act.

**14. Your rights** You have the right to request us not to use your details for the purpose of providing you with information about the goods and services provided by our Company (other than information that you have specifically requested). You can exercise that right by ticking certain boxes on the forms we use to collect your data. You may also notify us by post and/or E-mail. The *Ulric of England* Website may contain links to and from our affiliate or partner Websites with independent privacy policies. We do not accept any

**15. Our rights** We are not obliged to provide a Website, respond to emails or telephone calls, supply product information by any method or within any time-frame, maintain or improve the Website in any way whatsoever. We reserve the right to delete the *Ulric of England* Website and/or incoming emails including emails sent to full and part-time employees, freelance, legal staff and third party organisations commissioned by *Ulric of England* with or without prior notice or reason.

**15.1 Quality Standards.** The *Ulric of England Website* is operated in good faith with the aim of creating a positive user-experience. In the event elements of the Website do not meet your expectations please contact *Ulric of England* by telephone, email or posted letter at your cost.

**15.1.1 Quality Standards Accuracy of Information. Product Content & Specifications.** We make every effort to ensure information on the *Ulric of England Website* is complete, accurate and current. Despite our efforts, information may occasionally be inaccurate, incomplete or out-of-date. Certain weights, measures, similar descriptions may be approximate. We make no representation as to the completeness, accuracy or recentness of any information on the Website, we cannot guarantee your computer screen or product photographs will show an exact like-for-like colour match.

**15.2. Accuracy of Information. Sale v Sold Status.** Products displayed for sale on the Website may be unavailable, sold, may have different attributes than those listed, or may carry a different price than the price on the Website. We reserve the right to make product information changes with or without notice or reason. To ensure we fulfill our legal obligations the status (Sale v Sold) for a given product will not be amended until 15 days thereabouts following receipt of the product by the Buyer.

**15.3. Quality Standards. User Communications. Time-scales.** *Ulric of England* responds to general email and telephone enquiries within 5 working days thereabouts. We respond to orders and order-related enquiries within 3 working days thereabouts. We may not meet our time-scales during particularly busy periods, computer error, computer failure, or other issues outside our control. In the event your enquiry is particularly important you may prefer to telephone, at caller cost. We accept telephone calls between 9:00hrs-17:00hrs Monday-Friday.

**15.3.1 Quality Standards. User Communications. Alternative Contact.** Whichever method you choose to correspond with us, it is your responsibility to ensure we are provided with an alternative method of contact.

**15.3.2 Quality Standards. User Communications Enquiries.** In the event we are unable to fulfill a request for information without undertaking research, we will provide a quotation. The quotation will include our fee & anticipated time-scales for completion. In the event we have not received payment as agreed within 5 working days the quotation will be cancelled.

**15.3.3 Quality Standards. Disclosure By Law.** *Ulric of England* reserves the right to disclose personally identifiable information without your permission when required by law, or in good faith belief that such action is necessary to investigate or protect against suspected criminal activities including predatory-associated behaviour to the *Ulric of England* company, individual staff, our customers, visitors, associates, or property (including this site), or to others.

**15.4 Quality Standards. Response. Times-scales. Zero Tolerance.** Email communications sent to *Ulric of England* are monitored by an independent third party company.

**15.4.1.** Emails which do not meet our Zero Tolerance Communication Standards are allocated 'low priority' and deleted at source.

**15.4.2.** We make every effort to respond to email enquiries within reasonable times-scales however we are not obliged to respond to email communications.

**15.4.3.** We reserve the right not to reply to email communications in particular where email-sender identities are withheld, incomplete or disguised, where the email tone or content is inappropriate, by way of example, defamatory, predatory, intrusive, aggressive, in-polite, not conducive to enabling effective resolution, does not comply with the spirit of our Zero Tolerance Standards, or for any reason or for no reason.

**15.5 Quality Standards. Without Prejudice.** To allow for potential third party email monitoring errors (15.4 above) an initial 'without prejudice' auto-advisory email may be issued.

**15.6** *Ulric of England* is not liable for any content of any such User Communications, whether or not arising under the laws of intellectual property, copyright, libel, privacy, obscenity, or otherwise and retains the right to disregard, delete or remove *any or all* User Communications with or without prior notice or reason.

**16. User Information.** Other than personally identifiable information, which is subject to the terms of the Website's [Privacy Policy](#), any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication transmitted through our User Communications, by post or publicised on this Website in any manner is and will be considered non-confidential and non-proprietary. *Ulric of England*, its affiliates and/or their designees may use any or all User Communications for any purpose whatsoever, including, without limitation, reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. *Ulric of England* may, but is not obligated to monitor or review all User Communications.

**17 Content Standards** Where facilities are provided by *Ulric of England* for individuals to submit data to the *Ulric of England* Website Content Standards apply to any and all material ("contributions") which are contributed to the Website or any associated interactive features. This includes without limitation any contribution made to bulletin boards and similar features. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole;

**17.1 Contributions must:** be accurate where they state facts; be genuinely held where they state opinions; comply with applicable

**17.2 Contributions must:** be accurate where they state facts; be genuinely held where they state opinions; comply with applicable law in any country from which they are posted. In any event contributors should be aware the *Ulric of England* Website is aimed at users based in the United Kingdom.

**17.3 Contributions must not:** contain any material which is defamatory of any other person; contain any material which is obscene or offensive; infringe any copyright, database right or trade mark of any other person; be likely to deceive any person; be made in breach of any legal duty owed to a third party such as a contractual duty or a duty of confidence; be likely to harass, upset, embarrass, alarm or annoy any other person; be likely to disrupt our service in any way; give the impression that they emanate from us where this is not the case; advocate promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

**18. Product Information.** Requests for product or service information including product photographs and descriptions, does not constitute an expression to purchase- or assign any pre-purchase privileges.

**18.1** The provision of additional product information [to information made available on the website], including photographs, may be subject to a nominal fee and identity disclosure. The nominal fee being refundable against the product purchase.

**18.2 Information Supply & Charges** *Ulric of England* reserves the right, with or without prior or *any notice*, to limit order quantities on products and/or services.

**18.2.1 Proof of Identity. Provision of Information.** Proof of identity may be required prior to fulfilling requests for the provision of information including product photographs, insurance valuations, lay-away plans and Orders.

**19. Contract Creation. Electronic Contracting** We take all reasonable care, in so far as it is in our power to do so, to keep correspondence in general and order-related correspondence in particular - secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing information and/or products, ordering- and paying for Products and/or Service from *Ulric of England* and the *Ulric of England* Website.

**20. Custom, Import Duties, Clearance fees & related charges.** Unless otherwise agreed in writing the Buyer, not *Ulric of England* is responsible for Custom, Import Duties and/or clearance Fees associated with products purchased from- or consigned to-*Ulric of England*. Where *Ulric of England* receives products for sale on consignment the Vendor is responsible for customs and related charges. Where *Ulric of England* Sells a product the Buyer is responsible for customs and related charges.

**21. Deposits** The purchase of a given product may be secured by paying a deposit being no less than 10% of the value of the product. The total value of the order being paid in full within the time-scales as agreed in writing between the buyer and *Ulric of England*. In the event the Buyer does not pay the balance within the agreed time-scales the deposit will be forfeited. For the sake of clarity, deposits are non-refundable, limited to certain products and subject to Buyer proof-of-identity. *Ulric of England* reserves the right to decline deposits with or without notice or reason.

**22. Lay-Away-Plans** are available on selected products and subject to specific terms & conditions including Buyer identity, payment time-scales, and a non-refundable deposit being no less than 10% of the value of the product + shipping. We reserve the right to decline lay-away-plans with or without notice or reason. Lay-Away terms & conditions available on request.

**22.1.** Where lay-away payment time-scales are breached we reserve the right to cancel your order, in the event we choose to exercise these terms we will refund payment 'made to date' less the non-refundable deposit and other charges as may be applicable.

**23. Price On Application.** POA tags may be assigned to products to monitor and evaluate product trends and/or to measure market interest/trends. POA data may also be used by *Ulric of England* for marketing purposes. Prior to releasing POA information we may request enquirer identity including full name, postal address and contact telephone number. We reserve the right to withhold POA information with or without reason or notice.

**24 Refunds. Order Cancellation Following Delivery.** If you are contracting as a consumer you have a right to cancel the Contract at any time within 14 working days, beginning the day *after* your Order was delivered. Subject to your request for a refund meeting our terms & conditions, by way of example, further to receipt your Order has not been publicly disclosed and/or altered in anyway, you will receive a full refund for the price paid. Please refer to our **Refund Policy** for further details.

**24.1 Refunds. Order Cancellation/Withdrawal Before Delivery.** In the event you choose to cancel (withdraw) your order before it has been dispatched and/or dispatched but not delivered please advise in writing immediately. Please refer to our **Refund Policy** for further details.

**24.2 Lost or Damaged Orders.** Where orders are not delivered within anticipated time-scales and/ are subsequently confirmed 'lost' by the courier and/or sustain damage in-transit, please contact *Ulric of England* immediately. Please refer to our **Refund Policy** for further details.

**25. Shipping.** Orders are dispatched to the delivery address designated by the Buyer and subject to the address being compliant with shipping restrictions [couriers are unable to ship to PO Box numbers]. For full details see **Contract of Sale.**

**25.1** All purchases are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased pass to the buyer upon the items being collected from the *Ulric of England* office by the shipper or shippers' agent or at the point of exchange when taken by a member of *Ulric of England* staff to the courier, couriers' agent [for example to any *Royal Mail Post Office Counter* and/or to our parcel receiving address in Shropshire, England, or any other parcel collection address we may decide to use].

**25.2** The Buyer is responsible for in-transit insurance, filing any claims with couriers for damaged and/or lost shipments. *Ulric of England* is not be liable for any delays or damage or loss associated with shipments.

**26 Risk & Title.** Risk in Product[s] ordered will pass from *Ulric of England* to the Buyer from the point of dispatch [by way of example, at the point Product[s] are transferred from the *Ulric of England* office to a courier/shipper/shipper representative/shipper agent or transferred by prior arrangement by an *Ulric of England* employee directly to the Buyer or to an individual the Buyer may have entrusted.

**26.1.** *Ulric of England* shall arrange for the delivery of the Goods to the Address confirmed by the Buyer. The Buyer is responsible to ensure the address for delivery is accurate, includes a Post Code and preferably a contact telephone number. Dates quoted for Delivery are approximate and *Ulric of England* shall not be liable for delay. Time of Delivery shall not be of the essence. The Buyer shall provide *Ulric of England* with all information and documentation necessary to enable Delivery.

**26.2.** Notwithstanding Delivery and passing of risk, title in the Goods shall not pass to the Buyer until *Ulric of England* (1) receives in cleared funds the Price and any other amount owed by the Buyer in connection with the sale of the Goods; and (2) is satisfied as to the identity of the Buyer and any Third Party Payer and its relationship to the Buyer. Please refer to our **Business Terms & Conditions**, for further details.

**27. Trade Descriptions Act.** Written and visual [photographs] product descriptions including specifications are presented to enable informed decisions, prospective buyers are advised product colours may be inaccurate and/or not true to the actual product colours due to digital/computer screen resolutions. Product sizes and measurements are approximate. Photographs may or may not show products to scale, in many instances, product photographs are enlarged.

**28.** Where a given product is photographed alongside other products[s] the 'other products' are for display purposes only and unless stated otherwise do not form part of the sale.

**29.** Some product photographs show modified product images. These photographs are either conceptual and form part of the Website design and/or show a magnified element of a given product with the intent of enabling informed purchasing decisions. They are not intended to deceive.

**30. Disclaimer** Your use of the *Ulric of England* Website and User Communications is entirely at your risk. The materials and services provided in association with the Website are provided as is without obligation or warranty including obligations to respond to User Communications, supply any additional [to Website] Product photographs, related services or Company information.

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[www.ulricofengland.com](http://www.ulricofengland.com)