

GENERAL TERMS AND CONDITIONS

Please read the following General Terms and conditions very carefully as they affect your use of the Web Site and your rights.

1.1 Your use of the Web Site is subject to these General terms and Conditions together with any more specific terms we may draw your attention to before you purchase any products from the Web Site.

1.2 Definitions

1.3 The following definitions apply

A. "Consumer" shall have the meaning ascribed in section 12 of the Unfair contract Terms Act 1977.

B. "General Terms and Conditions" means these terms and conditions

C. "Specific Terms and Conditions" means the Specific terms and conditions tailored to cover any product or service that you may purchase through the Web Site, and which take priority over these General Terms and Conditions to the extent of any conflict between them.

D. "Web site" "Web Site" or "Site" means the web site you are browsing when you clicked on a link to these General Terms and Conditions, including all subsidiary pages.

E. "we" or "us" or "ourselves" refers to the organisation whose name is identified to you on the Web Site. Please note that because these General Terms and Conditions apply to more than one Web Site, references to "We" or "Us" in these General Terms and Conditions means the company, partnership, or other organisation that is identified on the home page of the Web Site you were browsing when you were referred to these General Terms and Conditions.

1.4 Information Contained on the Web site

A. While we take all reasonable care to ensure that the information contained on the Web Site is accurate and up to date, we make no representations, warranties or undertakings about any of the information content or materials provided on the Web Site (including, without limitation, any as to quality, accuracy, completeness or reliability).

B. All material on the Web Site is provided for information purposes only and does not constitute legal, accounting or other professional advice, and it must therefore not be relied upon as such. You should arrange your own advice from a qualified party before acting in reliance on any of the information, or purchasing any of the products or services, available on or from the Web Site.

1.5 Updates and Changes

A. The Web Site is being updated and improved on an ongoing basis. We reserve the right to change or remove (temporarily or permanently) the Web Site or any part of it without notice and you confirm that we shall not be liable to you for any such change or removal; and

B. Changes to these General Terms and Conditions or to the Specific Terms and Conditions may be made at any time and your use of the Web Site, or the purchase of products or services, are subject to any such changes. You agree to check to see if any changes have been made to the General or the relevant Specific terms each time you visit the Web Site or purchase products or services from it.

1.6 Exclusion of liability to you from the use of the Web Site

A. The Web Site is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

B. Any and all liability to you that may arise from your access to and use of the Web Site, whether due to negligence, breach of duty or otherwise, is excluded to the maximum extent permitted by law.

C. No warranty is given that the functionality of the Web Site will be uninterrupted or error free, that defects will be corrected or that the Web Site or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

D. We are not responsible for the content of other Web Sites that link to the Web Site, nor are we responsible for the content of any Web Site to which links are provided from the Web Site. Links to other sites are provided purely for your convenience and do not imply that we approve of those sites.

E. Nothing in these General Terms and Conditions shall be construed so as to exclude or limit the liability of ourselves for death or personal injury as a result of our negligence or that of its employees or agents.

1.7 Copyright and trade marks (Intellectual Property)

A. The copyright in all materials on the Web Site, including their design, layout, text, graphics, photographs and the source code and software belong to their respective owners. Trade marks (whether registered or not) company names and the like are the property of their respective owners.

B. You are licensed to view and temporarily store Web Site pages and their content in your browser's temporary cache, and also to print out for reference a single copy for non-commercial purposes and off-line review. You may not sell or re-sell anything available from the Web Site, save to the extent expressly permitted pursuant to any product or service purchased by you from the Web Site where such permission is either expressly given or is a necessary attribute of the product or service concerned.

1.8 Force Majeure –supply of goods or services ordered through the Web Site

A. In connection with the supply of any goods or services ordered by you through the Web Site, we shall not be liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire or failure of any communications, telecommunications or computer system, and we shall be entitled to a reasonable extension of our obligations to you (to the extent we owe any such obligations) should a force Majeure event occur.

B. If a Force Majeure event to which this clause applies shall occur, we agree to notify you as soon as practicable. If the Force Majeure event continues for more than 14 days, either party shall have the right to cancel the agreement and where services have been paid for in advance but have not been rendered, you will be entitled to a refund from the date of cancellation for all such services.

1.9 User name and password

A. The Web Site may provide the facility to register in order to gain enhanced access privileges or in order to purchase products or services. If you register, it is your responsibility to maintain the confidentiality of your password. On no account should you disclose your password to anyone else. You agree to indemnify and hold us harmless for any loss or damage we may incur resulting from breach of this clause.

1.10 Data Protection

A. We take our obligations of confidentiality and the protection of your personal data very seriously. We will not, therefore, sell or make you data available to any third party without your prior consent, except for the following limited purposes

B. Your data may be passed to other companies, partnerships or organisations in the same or associated management or control as ourselves for marketing purposes or to provide you with new product information that we think may be of interest to you. You agree that we or our associates may communicate with you by telephone, email, fax, or by post to advise you of new products or services that we or our associates may offer. You understand that your data may be transmitted and stored overseas (including outside the European Union) as part of these processes.

C. You may amend any information provided to us as part of registration on the Web Site at any time.

1.11 Cookies

A. Cookies are small data files that are stored locally on your computer and which enable us to tailor your experience in using the Web Site. Accounts and password information may be stored in cookies. The Web Site uses cookies, and you are deemed to consent to the use of cookies by using the Web Site. You can turn off the use of cookies in your Web browser. Please consult the help files for your browser for more information.

1.12 Terminating the use of the Web Site

A. We may withdraw or suspend your right to access or use the Web Site at any time, without prior notice and without providing any reason.

1.13 Waiver

A. No waiver by us (whether express or implied) in enforcing any of our rights shall prejudice our right to enforce such rights in the future

1.14 General

A. If any provision of these General terms and Conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions shall not be affected

B. In the event of there being any conflict between these General Terms and Conditions and the Specific Terms and Conditions that apply specifically to the purchase of certain goods or services through the Web Site, the Specific terms and Conditions shall prevail.

C. No person who is not a direct a party to any agreement covered by these General Terms and conditions shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

D. Where you are a consumer, you have the right to cancel and contract for the provision of goods or services, by notice in writing, at any time before seven working days have passed from the day after the contract was made. If, however, we have started to perform our side of the contract before you exercise your right to cancel, then the right to cancel is lost.

E. The Time Detective Limited is eligible for referral fees from certain partners where lead information generates new business for those partners.

1.15 Notices

A. This clause applies where these General Terms and Conditions or the Specific Terms and Conditions provide expressly or by implication for the service of notices.

B. any notice required to be given under our Agreement with you or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language.

C. Any such notice shall be addressed to the usual business address of the other party and may be:

D. personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address if it is delivered not later than 17.00 hours on a Business Day, or, if it is delivered later than 17.00 hours on a Business Day or at any time on a day which is not a Business Day, at 08.00 hours on the next Business Day; or

E. if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting; or

F. if from or to any place outside the United Kingdom, sent by pre-paid airmail, or by air courier in which case it shall be deemed to have been given seven Business Days after the date of posting in the case of airmail or two Business Days after delivery to the courier, in the case of air courier;

G. sent by facsimile, in which case it shall be deemed to have been given when despatched, subject to confirmation of uninterrupted transmission by a transmission report provided that any notice despatched by facsimile after 17.00 hours on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 08.00 on the next Business Day; or

H. sent by electronic mail, in which case, it shall be deemed to be given when received but subject to the same provisions regarding receipt after 17.00 hours as apply to notices sent by Facsimile.

1.16 Governing law and Jurisdiction

A. Your use of the Web Site and the purchase of any products or services from it are governed in accordance with the laws of England and Wales.

B. The English courts shall have exclusive jurisdiction over any dispute or difference whatsoever arising out of or in connection with your use of the web site or the purchase of any products or services from it.

Specific Terms and Conditions – TheTimeDetective.com

2.1 These Specific Terms and Conditions are applicable to transactions made through the TheTimeDetective.com Web Site at <http://www.thetimedetective.com> and subsidiary pages

2.2 Definitions

A. "The Time Detective Limited", "we", "us" or "ourselves" means The Time Detective Limited whose registered office is at 145-157 St John Street London EC1V 4PY.

B. "FAQ's" means Frequently Asked Questions TheTimeDetective.com

2.3 Ordering

A. All orders that you place through this Web Site are deemed to be an offer by you to purchase the products or services that we supply subject to these Terms and are subject to acceptance of the order by ourselves. We may choose not to accept any order without providing a reason.

B. You may be presented with a range of choices during the ordering process. It is your responsibility to ensure that you read and understand these choices before you proceed with any purchase. Please contact us by email during usual UK office hours if you are unsure about anything before you proceed with a purchase (please note that while we endeavour to respond to enquiries promptly, we cannot guarantee to do so. It remains your responsibility to take advice about the product you intend to order before the order is placed)

2.4 What you receive

A. The Time Detective Limited is a specialist family history research organisation

B. We may provide services and products associated with the genealogy sector

2.5 Price of goods and Services

A. The price for any goods or services that you purchase from us is as set out under the option you select and unless otherwise stated, all prices exclude VAT at the prevailing rate.

B. The total purchase price, including VAT, if any, will be made clear prior to confirming the order.

C. We reserve the right periodically to update the prices on the Web Site and to add to, amend, or withdraw the products and services that we offer, without prior notice. Every effort is made to ensure that the prices are correct, but in the event of serious error, any transaction shall be voidable by us and you would then be entitled to a full refund.

D. We shall not be liable to anyone for withdrawing or amending any of the products we sell, or for refusing or failing to process an order.

2.6 Incorporation of General Terms and Conditions

A. These Specific Terms and Conditions must be read together with the General Terms and Conditions above. The General Terms and conditions apply to any agreement between us and to your use of the Web Site generally, including for the avoidance of doubt, Clause 1.16, the jurisdiction and governing law clause.

2.7 Refund Policy

A. Should you purchase a service through this Web Site and change your mind before we have commenced Research, we will refund all monies paid to us except for an administration charge of £10. The charge covers our merchant charges (both on the purchase and the refund) and other incidental expenses. Refunds cannot be given once Research has been commenced. Other products will be refunded (subject to the £10 administration charge) provided we are notified within two weeks of the purchase taking place.