

## **Broom Limited**

### **General Terms and Conditions**

This is an important section of the site explaining the terms and conditions you are agreeing to when you use and/or shop from the safefamilydriving.com web site (the "Site").

- 1.** Unless otherwise specified, the materials on the Site are directed solely at consumers who access the Site from the United Kingdom. Broom Limited does not represent that any product referred to in the materials on the Site is appropriate for use, or available, in other locations. Those who choose to access the Site from other locations are responsible for compliance with local laws, if and to the extent local laws are applicable.
- 2.** Any contract between us, whether for use of the Site or in relation to the purchase of products or services through the Site, will be governed by the laws of Scotland and all parties submit to the non-exclusive jurisdiction of the Scottish Courts. Any contract will be communicated in English.
- 3.** We have taken every care in the preparation of the content of the Site, however we cannot guarantee uninterrupted and totally reliable access to the Site, and therefore cannot guarantee that the information will always be completely up to date and free of mistakes. To the extent permitted by applicable law, Broom Limited disclaims all warranties, express or implied, as to the accuracy of the information contained in any of the materials on the Site and will accept no liability for any loss or damage arising as a result of problems with access.
- 4.** Broom Limited shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained on the Site.
- 5.** Certain (hypertext) links in the Site may lead to other web sites, which are not under the control of Broom Limited. When you activate any of these you will leave the safefamilydriving.com web site and Broom Limited has no control over and will accept no responsibility or liability for the material on any web site which is not under the control of Broom Limited.
- 6.** We may make software owned or operated by third-party companies available to you. You must only use this software in accordance with the terms and conditions imposed by the third-party provider.
- 7.** Your correspondence or participation in promotions, or business dealings with advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertisers. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings, or as the result of the presence of such advertisers on the Site.
- 8.** The exclusions of liability set out in these terms and conditions shall not apply to any damages arising from death or personal injury caused by the negligence of Broom Limited, or any of its employees or agents.
- 9.** These terms and conditions shall be governed by and construed in accordance with laws of Scotland. If any provision of these terms and conditions shall be

unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

**10.** Broom Limited reserves the right to alter these terms and conditions from time to time by posting new terms and conditions on the Site.

**11.** If any provision of these conditions is held by any competent authority to be illegal, invalid or unenforceable in whole or in part then such provision shall be deemed to be omitted and the validity of the other provisions of these conditions shall not be affected.

### **Trade marks**

All brand names, product and service names and titles and copyrights used in the Site are trade marks, trade names, service marks or copyrights of their respective holders. No permission is given by Broom Limited for their use by any person other than such holders and such use may constitute an infringement of the holders' rights.

### **Copyright**

All designs, text, graphics and their selection and arrangement on the Site are the copyright of Broom Limited or its content providers.

Permission is granted to users to copy electronically or print portions of this site for their own personal, non-commercial use. Any other use of materials on the Site without Broom Limited's prior written consent is strictly prohibited.

### **Acceptance of orders**

We validate your order and credit or debit card details you submit to us before your order can be accepted. Once that has been done, we will confirm that your order has been received by sending an e-mail to the e-mail address you provide in your registration form.

Subject to further validation checks we may choose to make, our acceptance of your order brings into existence a legally binding agreement between us which you are not entitled to cancel without our consent.

We accept all orders for products and services subject to availability and also to changes to specifications of items made by our suppliers. If your order cannot be fulfilled you will be offered an alternative or given a full refund.

We accept payment by most major credit cards or debit cards. Payment will be debited to your account before the dispatch of your purchase.

All credit and charge card holders are subject to validation checks and authorisation by the card issuer and/or third parties. We will not be liable for any delays to your order this may cause. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery. Orders can only be delivered to UK addresses. You are responsible for completing all matters on order forms and orders will be fulfilled in accordance with the information which you enter on such order form. Our responsibility is to deliver the items ordered to the address which you have entered on the order form.

Risk of damage to or loss of any items passes to you when delivered to the address specified on the relevant order form.

No warranty is given that items supplied under an order placed on the Site are suitable for any particular purpose. Except in case of death or personal injury, Broom Limited shall not be liable for any indirect, special or consequential loss or damage which arises out of or in connection with the supply of items from the Site or their use or re-sale by you and the entire liability of Broom Limited under and in connection with the contract for the supply of such items shall not exceed the relevant purchase price, except as expressly provided in these conditions.

These terms and conditions are subject to, and do not exclude, any statutory rights of any consumer.

### **Colour reproduction**

Broom Limited has made every effort to reproduce colours on the Site as accurately as possible. However, different computers reproduce colours in slightly different ways, and so exact colour matches are not yet possible over the Internet.

This means that when you order products from the Site actual colours may differ from what you see on the screen.

If you are not satisfied with the colour of the item you have ordered, we operate a Returns Policy as detailed below.

### **Price Information**

Broom Limited has taken great care to ensure prices are accurate. Prices may change over time, so if you use your shopping list within "My Account" as a way of re-ordering items, prices on your previous order may no longer be valid. However, the correct prices will be applied when you select an item from the shopping list and add to your current basket. All prices include VAT where appropriate.

### **Registered Address**

safefamilydriving.com is a trading name of Broom Limited. Registered office, Moat House, 14 Gala Park, Galashiels TD1 1EX. Registered in Scotland SC273772. VAT number 856 3630 11

### **Shipping and Handling Delivery Costs and Schedule**

Here at Broom we recognise that our packaging and delivery service is as crucial to your satisfaction as our products. If you have any comments whatsoever regarding this part of our service please email [aileen@safefamilydriving.com](mailto:aileen@safefamilydriving.com)

Standard Delivery in the UK is free for orders over £150.

We charge a flat rate for standard delivery of £3.95 for orders delivered in the UK.

As soon as we confirm that your order is in stock we arrange despatch. We will normally send your order to you in 3 business days, although it is often sooner.

For items in stock we can offer Next Day Delivery for £6.95 for orders placed before 12 noon, Monday to Friday, delivered to the UK mainland. Please select the option you would prefer at the checkout.

You will be required to sign for the goods, and we will email you with despatch information as soon as the goods are sent in order that you can make arrangements to receive them.

If you miss the delivery for any reason then the couriers will leave instructions for collection or rearranging delivery.

### **Back Orders**

If your item is not in stock, we will back order for you. You will always be emailed with the option to cancel your order if you would rather not wait.

### **Privacy Policy**

This privacy policy discloses the privacy practices for Broom Limited (a company incorporated in Scotland under number SC273772) (the "**Company**") and its website [www.safefamilydriving.com](http://www.safefamilydriving.com) (the "**Site**").

The Company is registered as a Data Controller under the Data Protection Act 1998 (the "**Act**") and will only use your personal data in accordance with the principles of the Act and the provisions of this privacy policy as set out below.

### **Information Collection and Use**

The Company is the sole owner of the information collected on the Site. We will not sell, share, or rent this information to others in ways different from those disclosed in this statement.

We collect information from you at several different points on the Site. By submitting your information you consent to the use of that information as set out in this policy. If we change our privacy policy we will post the changes on this page, and may place notices on other pages of the website, so that you may be aware of the information we collect and how we use it at all times. We will also email you should we make any changes so that you may consent to our use of your information in that way. Continued use of the Site will constitute your agreement to any such changes.

### **Registration**

In order to use the Site, you must first complete the registration form. During registration you are required to give contact information (such as name, postal address, phone number and email address). We would also like to know more about you e.g. your age and marital status. This information is given voluntarily and is used so we can provide you with a more personalised experience on the Site.

### **Cookies**

A cookie is a piece of data stored on your hard drive containing information about you. Usage of a cookie is in no way linked to any personally identifiable information while on this Site. Once you close your browser, the cookie simply terminates. For instance, by setting a cookie on the Site, you would not have to log in a password more than once, thereby saving time while on our Site. If you reject the cookie, you may not be able to use every function of the Site. Cookies can also enable us to track and target your interests to enhance your experience of the Site. Some of our business partners use cookies on this Site (for example, advertisers). However, we have no access to or control over these cookies.

### **Log Files**

We use IP addresses to analyse trends, administer the site and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

## **Sharing**

We will share aggregated demographic information with our partners and advertisers. This is not linked to any personal information that can identify any individual person.

We partner with another party to provide specific services. When you sign up for these services, we will share names, or other contact information that is necessary for the third party to provide these services.

These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

We may also use aggregate information and statistics for monitoring the Site usage in order to help us develop the Site and our services and may provide such aggregate information to third parties.

We may wish to provide you with information about special features of our Site or any other service or products we think may be of interest to you. If you would like to receive this information, please send a blank email to [newsletter@safefamilydriving.com](mailto:newsletter@safefamilydriving.com)

## **Links**

This website contains links to other sites. Please be aware that the Company is not responsible for the privacy practices of other sites. We encourage you to be aware when you leave the Site and to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by the Company on the Site.

## **Newsletters**

We occasionally send out newsletters to our members. This is an opt-in email option selected when you register to the Site. At any time you can alter your personal profile on the Site to disable any further emails.

## **Surveys & Contests**

From time to time we request information from you via surveys or contests. Participation in these surveys or contests is completely voluntary and you therefore have a choice whether or not to disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as postcode or age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use of and satisfaction with the Site.

## **Email-A-Friend**

If you elect to use our referral service for informing a friend about the Site, we ask you for your friend's name and email address. We will automatically send your friend a one-time email inviting them to visit the site. We store this information for the sole purpose of sending this one-time email. This information is then discarded after the email is sent.

## **Security**

The Site takes all reasonable precautions to protect your information. Any personal information that you submit to us e.g. registration and log-in details is held by us in an encrypted format once we have received it. When you go to the check-out and provide any financial details to make a purchase, that information is encrypted and is protected with top quality encryption software ("**SSL**"). While on a secure page such as the check-out, the lock icon on the bottom of Web browsers such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to un-locked, or open, when you are just 'surfing'. While we use SSL encryption to protect sensitive financial information online, we also do everything in our power to protect user-information offline.

### **Correction/Updating Personal Information**

If you inform us that your personal information changes, or if you no longer desire our service, we will correct, update or remove your personal data provided to us.

### **Returns**

You have the right to cancel within seven days of your contract with Broom Limited (when we confirm our acceptance of your order, normally by email) or within seven days of receipt of the goods, whichever is the longer.

If you wish to cancel please contact us immediately by sending an email to [broom@safefamilydriving.com](mailto:broom@safefamilydriving.com) Alternatively you can phone us on 0845 056 0232 or fax 01573 229537 or write to Broom Limited, Unit 3, Abbotsford Court Business Centre, Kelso, TD5 7BQ reference number as stated on your order confirmation email.

If goods have not yet been despatched we will refund you immediately.

You can return any item purchased through the Site within 7 days of receipt, in its original packaging and in its original condition. Items should be returned to:

Returns, Broom Limited, Unit 3, Abbotsford Court Business Centre, Kelso, TD5 7BQ

We will either replace the item or offer a refund for it and if the item is defective or we have made a mistake, we will also refund any delivery charges.

This policy does not affect your statutory rights.