

Terms and Conditions

A DEFINITIONS

1. Seller means any person, firm or corporate entity in the business of selling vintage style products or services.
2. Conditions means these terms and conditions of Your Registration.
3. We, Us and Our refers to I Want Vintage, PO Box 8773, Coalville, LE67 0BN.
4. You and Your refers to the person, firm or corporate entity who has registered to advertise on Our Website.
5. Our Website means Our website, www.iwantvintage.co.uk.
6. Term means the period during which You are registered to advertise with us.
7. User Data means information provided by or derived from the activities of visitors to Our Website, but does not include Your Data.
8. Your Data means all information and any part thereof provided to Us by You either directly or indirectly, including Data supplied by way of a link to a document or similar of any kind, or information provided or displayed by a third party.
9. Locations means the places from which you operate, promote or manage Your activities which are displaying Your Data on Our Website and the contact details You provide to Us where We will direct enquiries about Your Data.
10. If your registration details are accepted by Us, Your registration means access to the I Want Vintage services You select and use for those Locations nominated on Your registration application form(s).
11. Our Users means visitors to Our website.

B OUR COMMITMENT TO YOU We:

1. Will provide an internet vintage product listing service for displaying Your Data to visitors to Our Website and may also offer you other relevant additional features and services to help manage your advertising and promote your registration;
2. Will use reasonable endeavours to ensure that, except where We are manually updating Your Data pursuant to Your instructions, updates to Your Data provided automatically to Us will appear on Our Website within 24 hours of receipt or, if You make changes to Your Data via Our Website, within 12 hours;
3. Will use reasonable endeavours to provide access for You to add, amend or remove Your Data on Our Website 24 hours a day, 7 days a week;
4. Will use reasonable endeavours to maintain the availability and performance of Our Website;
5. Will maintain the integrity of Your Data but accept no responsibility for checking the accuracy of Your Data and have no obligation to edit or review your data, although we reserve the right to edit, review, suppress or remove Your Data if we believe it is inaccurate, inappropriate or in our opinion contravenes these Conditions or any applicable law in any way
6. Will use reasonable endeavours to ensure that Your Data is not altered in such a way as to misrepresent any of the information contained in it;
7. Will notify You of changes to the specification and/or format in which You must provide Your Data at least 1 month in advance, except where changes are essential to the proper operation of Our Website, in which case We will notify You as soon as reasonably practicable;
8. Will forward all potential customer enquiries, generated from Our Website, to the contact details We have for Your Locations as soon as reasonably practical;
9. Will comply with the Data Protection Act 1998 to the extent that it affects Our business and with any guidance applicable to Our business issued from time to time by the Information Commissioner;
10. Will use reasonable endeavours to market Our Website to prospective consumers located in the UK;
11. Warrant that no third party will be granted access to:
 - 11.1. Your Data without Your consent, other than that which is or was made available via Our Website or third party websites in accordance with Condition C15;
 - 11.2. User Data where it can be directly associated with You or Your Locations;
12. Grant You the non-exclusive right to use Our logo, name and Our Website address in any advertising, promotional material and displays in accordance with any instructions that We may issue from time to time and/or display upon Our Website and in a manner that does not bring Us into disrepute or misrepresent Your relationship with Us;
13. Will, at Our sole discretion, provide you with a 'My Account' page or pages on Our Website, the entire content of which shall be subject to Our approval.

C YOUR COMMITMENT TO US You:

1. Warrant that You operate as a shop, supplier, specialist or seller of vintage style products or services and are providing the services normally associated with those operations;
2. Warrant that Your Data will only include information on products or services appropriate to Your registration;
3. Will deliver Your Data to Us in accordance with any specifications and/or in the format that We advise You of from time to time;
4. Will provide Us with a valid working email address for each of Your Locations and will immediately advise Us of any changes or technical problems that would prevent Your Locations receiving emails from Us;
5. Will comply with all UK legislation and other regulatory and compliance standards that are applicable to a business of the same or a similar nature to Yours and if You operate outside the UK, within that jurisdiction as well;
6. Warrant that You will comply with all reasonable instructions and preferences expressed by Our Users and will comply fully with Your obligations under the Data Protection Act 1988 with respect to all personal data We send or make available to You;
7. Will ensure that Your Data complies with all UK legislation
8. Warrant that You have good title to Your Data and that Your Data; is accurate and complete; is of a professional and inoffensive nature; is to the best of Your knowledge free from known viruses, disabling programs and devices; is not in breach of any obligations of confidentiality or privacy; does not include specific comparisons with third parties who We perceive to be competitors of You, any links or references to any website or any other information that is specifically excluded by these Conditions or that We deem to be inappropriate to Your registration;
9. Warrant that when reproduced or published by Us, Your Data will not; breach any contract; fail to comply with any applicable law or regulation; infringe any copyright, trade mark, intellectual property or any other personal or proprietary right of any person, firm or corporate entity; render Us liable to any claim whatsoever; and that You will indemnify Us against any resulting third party claim, legal action or penalty should Your Data not meet these Conditions;
10. Will use all reasonable endeavours to assist Us in identifying and remedying any unauthorised copying and storage of Your Data;
11. Will use reasonable endeavours to update Your Data to ensure that it is and remains correct including but not limited to any alterations to prices and availability. Where there is a material change or update of Data, You will ensure Your Data is amended accordingly within 7 working days;
12. Will use reasonable endeavours to respond to emails sent to Your Locations as soon as possible;
13. Will use reasonable endeavours to respond to telephone calls from potential customers to Your Locations;
14. Will make all payments due to Us pursuant to Our charging structure, as notified from time to time, in accordance with Section E below;
15. Acknowledge that We may enter into agreements with third parties whereby Your Data can be accessed on websites not belonging to Us and in the media. You may choose not to have Your Data displayed on such websites and in the media by sending Us written notice of Your request;
16. Will seek Our written approval of any advertising materials (except those referred to in Condition B12) that You intend to use in Your business containing data sourced from Us or referencing Your relationship with Us;
17. You warrant that you will not without our written permission sell on the services and features of Our Registration or provide access to the services and features of Your registration to third parties.

D GENERAL

1. Your registration is subject to these Conditions to the exclusion of all other terms and conditions express or implied and any variation to the conditions of your registration (other than as described in D2) shall have no effect unless expressly agreed in writing and signed by an authorised representative of Us.
2. The current version of our conditions of registration (as posted on Our Website) will apply at all times to Your registration and will supersede all previously published conditions of registration.
3. Where You purchase additional products or services from Us, any associated conditions shall form part of your terms and conditions of registration.
4. You acknowledge that You have not relied upon any statement or representation made by Us when applying for registration of the I Want Vintage services unless expressly set out in these Conditions or subject to D1.
5. If any provision contained in these Conditions is for any reason held to be invalid or unenforceable in any respect, that invalidity or unenforceability will not affect any other provision of these Conditions and these Conditions will be construed as if that invalid or unenforceable provision had not been contained herein.
6. No application for registration of Our services placed by You will be deemed to be accepted by Us until We confirm Your registration. We are not obliged to accept any application for registration by You nor give You reasons for declining Your registration.
7. No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any Condition will be deemed to be a waiver of any other right or of any later breach.
8. We may immediately terminate Your registration on notice to You if You enter into any form of insolvency including without limit liquidation, bankruptcy, receivership, administration or You are unable to pay Your debts as and when they fall due, or anything analogous to the foregoing occurs in any jurisdiction.
9. We may immediately terminate or suspend Your registration on notice to You if You breach any term, condition or warranty in these Conditions.
10. If at any time We have reason to doubt Your ability to comply with any term, condition or warranty in these Conditions, We will give You notice and reserve the right to immediately suspend or terminate Your registration;
11. Conditions D12-16 set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of any liability of Us arising as a result of or in connection with Your registration.
12. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.
13. Nothing in these Conditions excludes or limits Our liability for death or personal injury caused by Our negligence or for Our fraudulent misrepresentation.
14. Subject to Condition D12, We will not be liable to You for:
 - 15.1. any indirect, consequential, special or punitive loss, damage, costs and expenses;
 - 15.2. loss of profit;
 - 15.3. loss of business;
 - 15.4. loss of reputation;
 - 15.5. depletion of goodwill; or
 - 15.6. loss of, damage to or corruption of data.
15. Subject to Condition D11, Our total liability to You under or connected with Your registration shall not exceed a sum equal to 125 per cent of the fees attributable to the 3 month period of Your Membership prior to the claim arising.
16. A person, firm or corporate entity who is not a party to the agreement for registration between You and I Want Vintage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
17. We will not be held liable if events outside Our control prevent us fulfilling Our obligations to You.
18. These Conditions and Your completed registration form when accepted by Us contain the whole agreement between You and Us relating to Your registration and supersedes all prior agreements, arrangements and understandings between You and Us relating to Your registration.
19. We retain the right at any time during the course of Your registration to vary these Conditions and We will give You 1 month's prior notice in writing to You of any such variation. You may subsequently terminate Your registration by notifying Us via email: info@iwantvintage.co.uk.
20. Your registration will continue for the Term and, subject to these Conditions, shall continue thereafter unless or until terminated by either You or Us.
21. Upon termination of Your registration for any reason, You will pay all sums due to Us at the date of such termination. We will not make any refunds in part or full for products or services You have paid for prior to termination.
22. We reserve the right to employ User Data in Our marketing activities or to make it available to selected third parties subject to the Data Protection Act, the privacy policy on Our Website and Condition B11.2.
23. These Conditions shall be governed by and construed in accordance with the laws of England and Wales and any disputes arising in respect of Your registration will be submitted to the exclusive jurisdiction of the English Courts. Judgment may be enforced in any court of competent jurisdiction and You and I Want Vintage waive any right to object to the exclusive jurisdiction of the courts of England and Wales.
24. We retain the right to edit, suppress, remove or amend any links or similar to third party sites, documents or associated data if, in our opinion, the operation of such links will adversely affect in any way the performance of our website or the user experience of using our website.

E PAYMENT TERMS

1. If Your registration is accepted, at the end of the free sample, for the duration of the Term and thereafter You will pay Our registration charges for the I Want Vintage services You select and use. After expiry of the Term, Our charges may be varied from time to time subject to Us providing 1 month's prior notice to You of the date the change will take effect. Further, without prejudice to any of Our other rights in these Conditions, where Your Data does not comply with Condition C2, You will also pay Us for the equivalent I Want Vintage services you are using at Our then prevailing prices.
2. You can make payments to Us via our website, using PayPal and those payments will be made in accordance with the PayPal scheme.
3. We will collect the payment for the month or months in advance, in accordance with the PayPal Scheme.
4. If We are unable to collect a payment from you we reserve the right to immediately remove Your Data and Your Locations from Our Website and suspend Your registration.
5. All prices quoted by Us are exclusive of VAT unless stated otherwise.

Please retain a copy of these Conditions for Your own records. Issue Date: October 2007