

Terms & Conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products available for download and the personalised document ("Products") listed on our website www.freefromibs.com ("our site") to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

1. Information about us

www.freefromibs.com is a site operated by www.freefromibs.com ("we"). Our registered office at 15 Tamar Road, Oadby, Leicester, LE2 4GN United Kingdom

2. Your status

By placing an order through our site, you warrant that:

- 2.1. You are legally capable of entering into binding contracts; and
- 2.2. You are at least 18 years old;

3. How the contract is formed between you and us

3.1. After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product is available for download (the "Download Confirmation"). The contract between us ("Contract") will only be formed when:-

- (a) we send you the Download Confirmation; or
- (b) you download any of the Products from our Site,

whichever is the earlier, at which point the Contract shall come into existence between us.

3.2. The Contract will relate only to those Products we have confirmed in the Download Confirmation. We will not be obliged to supply download access to any other Products which may have been part of your order until such Products have been confirmed in a separate Download Confirmation.

4. Consumer rights

4.1. If you are contracting as a consumer, you may cancel a Contract at any time within 1 year. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 7 (below)).

4.2. To cancel a Contract, you must inform us by email (sales@freefromibs.com). If you fail to comply with this obligation, we may have a right of action against you for compensation.

4.3. You will not have any right to cancel a Contract for the supply of any of the following Products:
(a) items previously downloaded from our Site.

5. Availability and delivery

5.1. The Products will be delivered in English Language, unless otherwise agreed.

6. Price and payment

6.1. The price of any Products will be as quoted on our site from time to time, except in cases of

obvious error.

6.2. These prices include VAT (where applicable).

6.3. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Download Confirmation.

6.4. Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before making the Product available for download, or reject your order and notify you of such rejection.

6.5. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Download Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

6.6. Payment for all Products must be by PayPal.

7. Our refunds policy

7.1. When you cancel the Contract:

(a) within the one year cooling-off period (see clause 4.1), we will process the refund due to you as soon as possible and, in any case, within 60 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full.

(b) for any other reason (for instance, because you have notified us in accordance with paragraph 17 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective or un-downloadable), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full.

7.2. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

8. Our liability

8.1. The Products are provided without any guarantees, conditions, or warranties of any kind express or implied.

8.2. Any Product downloaded from our site is done at your sole risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of the Products.

8.3. We do not make any warranty or representation regarding the use or the results of the use of the Products in terms of their correctness, accuracy, reliability or otherwise.

8.4. Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

8.5. This does not include or limit in any way our liability:

(a) For death or personal injury caused by our negligence;

(b) Under section 2(3) of the United Kingdom Consumer Protection Act 1987;

(c) For fraud or fraudulent misrepresentation; or

(d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

8.6. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and even if such losses result from a deliberate breach of these Terms by us that would entitle you to terminate the contract between us, including but not limited to:

- (a) loss of income or revenue
 - (b) loss of business
 - (c) loss of profits or contracts
 - (d) loss of anticipated savings
 - (e) loss of data
 - (f) loss of data, or
 - (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;
- provided that this clause 8.6 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 8.4 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 8.6.

9. Intellectual Property Rights

9.1. We are the owner of all intellectual property rights in our site, and in the Products. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You acknowledge that all intellectual property rights in the Products vest (as between you and us) solely with us.

9.2. You may download and print off one copy of the Products from the site for your personal reference.

9.3. You must not modify, publish, distribute, or in any way exploit the paper or digital copies of any of the Products in any way in whole or in part.

9.4. Our status as authors of the Products must always be acknowledged.

10. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. Notices

All notices given by you to us must be given to FreefromIBS.com, 15 Tamar Road, Oadby, Leicester, LE2 4GN United Kingdom. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 10 (above). Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12. Transfer of rights and obligations

12.1. The contract between you and us is binding on you and us and on our respective successors and assigns.

12.2. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

13. Events outside our control

13.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

13.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lock-outs or other industrial action.

(b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

(c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

(d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(e) Impossibility of the use of public or private telecommunications networks.

(f) The acts, decrees, legislation, regulations or restrictions of any government.

13.3. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

14. Waiver

14.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

14.2. A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.3. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 (above).

15. Severability

If any of these terms and Conditions or any provisions of a Contract 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.

16. Entire agreement

16.1. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

16.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

16.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

17. Our right to vary these terms and conditions

17.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment

methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.2. You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Download Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

18. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.