SHAW & SONS LIMITED WEBSITE TERMS

1. Definitions

The following definitions apply to this Website:

Customer means the company who has a registered an account with Shaw's and/or buys or places an order to buy Goods from the Website.

Goods means anything that is advertised and offered for sale on the Website and/or sold by Shaw's.

Order means Customer's order to buy the Goods by following the step-by-step process set out on the Website.

Price means the price for the Good(s) shown on the Website on the date the Order is placed on the Website by the Customer.

Privacy Policy the privacy terms which set out how Shaw's deal with confidential and Personal Information received from Customer via the Website.

Shaw's means Shaw & Son Limited, a Civica group company, with registered office at South Bank Central, 30 Stamford Street, London, SE1 9LQ and company number 00176653.

Terms means these Shaw & Sons Limited Website Terms including the Privacy Policy.

Website means the website You are on Shaws.co.uk or Shawsfuneralproducts.co.uk or Electionsupplies.co.uk as applicable.

You/Your/Yours means the Customer.

2. Website

2.1 These Terms set out the rules governing how You may use and how Shaw's runs the Website.

2.2 By visiting the Website and/or placing an Order, You agree to be bound by and comply with the Terms.

2.3 If You do not agree to be bound by these Terms You may not place an order or use the Website.

2.4 Shaw's reserves the right to change, update, replace these Terms or any part of these Terms at any time without notice by posting changes on the Website. It is Your responsibility to familiarise Yourself with the Terms regularly to ensure that You read any changes. Your continued use of the Website after a change has been posted will signify Your acceptance of the modified Terms.

2.5 Shaw's only sells the Goods for use and delivery in the UK, however for Customers based in Ireland and/or non-mainland islands and/or remote postcodes a delivery surcharge will apply. The delivery surcharge also applies for all delivery addresses that are non-mainland. This delivery surcharge will be notified to You by Shaw's or You may ring for a quote.

3. Description of Goods

3.1 The description of Goods is as set out on the Website.

3.2 Any description or images of the Goods are for illustrative purposes only and there may be small variations in the size, color, typefaces and layout of the Goods supplied. In addition, the packaging of the Goods may vary.

3.3 In case of customisation of any Goods it is Your responsibility to ensure that any information or specification You provide is accurate.

3.4 All Goods which appear on the Website are subject to availability.

3.5 Shaw's is not responsible if information made available on the Website is not accurate, complete or current.

4. Registration

4.1 To buy Goods from the Website, You are first required to register an account with Shaw's or you may check out as a guest.

4.2 To create an account, You need to provide Shaw's with:

(a) Your personal information such as name, company, email address, telephone number, and registered office/principal place address;

(b) if VAT registered, VAT registration number;

(c) a username;

(d) a password.

4.3 Shaw's will register an account if the Customer passes its internal checks.

4.4 You warrant that any personal and/or registration information You provide to Shaw's will always be accurate, correct and up to date.

4.5 By registering on the Website, You represent and warrant that:

(a) You have the right, authority and capacity to agree to and abide by the Terms on behalf of Your company;

(b) You will use the Website in a manner and for purposes consistent with all applicable laws, regulations or generally accepted practices or guidelines in the UK.

(c) You agree to provide current, complete and accurate purchase and account information for all purchases made on the Website.

(d) You agree to promptly update Your account and other information, including Your email address and credit card numbers and expiration dates, so that Shaw's can complete Your transactions and contact You if needed.

4.6 While using the Website, You agree to comply with the following:

(a) not to share or otherwise transfer Your account with any other person;

(b) maintain the confidentiality of Your account and all the activities under Your account;

(c) not to use the Website or account for any illegal and/or unauthorised use, including, but not limited to, collecting email addresses by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

(d) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by You for the purposes of purchasing Goods; and

(e) not to access the Website through automated or non-human means, whether through bot, script or otherwise.

5. Orders

5.1 The Order process is set out on the Website. Each step allows You to check and amend any errors before checking out.

5.2 You are deemed to have placed an Order with Shaw's by making payment or paying on account if applicable, via our online checkout process (checking out).

5.3 You must ensure that the Order is complete and accurate.

5.4 An Order is only accepted by Shaw's and a contract is formed when: (1) payment is received in full by Shaw's for all the Goods/or payment is made on account terms; and (2) Shaw's accepts it by issuing a written confirmation to You.

5.5 Shaw's reserves the right to refuse any Order placed with us.

5.6 Any Order containing customised or bespoke Goods cannot be amended, cancelled or refunded once the Order is placed.

5.7 No variation of the Goods, whether about their description, Price or otherwise, can be made after the Order has been entered into unless such variation is agreed by the Customer and Shaw's in writing.

6. Price and Payment

6.1 The Price of the Goods and any additional UK delivery charge for mainland UK deliveries is that which is set out on the Website at the date of the Order and are in Pound Sterling.

6.2 All Prices are exclusive of VAT which is payable at the rate applicable at the time of Order.

6.3 Shaw's reserves the right to modify the Price at any time.

6.4 Except where payment is made on account, payment must be made in full before dispatch of any Goods.

6.5 Shaw's takes care to make our Website safe, however card payments are not processed through pages under our control. Shaw's uses more than one online payment provider who will encrypt Your card or bank account details in a secure environment.

6.6 You understand that your information (not including credit card information) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is encrypted during transfer over networks.

6.7 If You have asked Shaw's (the Website) to remember your card details in readiness for your next purchase or subscription, Shaw's will securely store your payment details on our systems. These details will be encrypted and only used to process your automatic monthly payments or other transactions which You make.

7. Delivery

7.1 Shaw's will deliver the Goods to the agreed delivery address and the Customer shall be required to make all arrangements necessary to take delivery of the Goods.

7.2 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and Shaw's shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.

7.3 Delivery is deemed to be successful once the Goods have arrived at the delivery address on the Order or given to our reputable carrier for delivery.

7.4 The Goods will become Your responsibility from the completion of delivery. You must, if reasonably practicable, examine the Goods before accepting them.

7.5 Shaw's will not accept liability for non-delivery, where this is caused by circumstances beyond our control.

7.6 Shaw's reserves the right to use a third party to fulfil delivery and/or supply of Goods.

8. Risk and Title

8.1 Risk of damage to, or loss of any Goods will pass to You when the Goods are delivered to You or in the hands of the carrier.

8.2 The Customer shall inspect the Goods immediately upon receipt and shall notify Shaw's within 7 days of the delivery of the Goods if in case they are damaged or do not comply with the Order. If the Customer fails to do this, You are deemed to have accepted the Goods.

(a) Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Customer intact together with the original packing at the Customer's risk and either: retained by the Customer for a reasonable period to enable Shaw's to inspect or collect the Goods; or

(b) at Shaw's option return the goods to Shaw's who will refund the cost of postage and packing to the Customer if the Goods are in fact defective.

8.3 The Customer warrants that it shall not use the Goods for any illegal or unauthorised purpose nor in the use of the Goods violate any laws.

8.4 You may not use our Goods or the Website for any illegal or unauthorised purpose.

8.5 If You have an issue about our service or any Goods You purchase from Shaw's, then please contact Shaw's immediately.

9. Use

9.1 Your submission of personal information through the Website is governed by our Privacy Policy.

9.2 Shaw's will use your personal information in accordance with the Privacy Policy

9.3 You warrant that You shall not use the Website for any illegal or unauthorised purpose.

9.4 The copyright and all other intellectual property rights in all material on this Website and the Website (including without limitation photographs and graphical images) belong to or are licensed to Shaw's.

9.5 Any use of extracts from this Website is not allowed unless you have Shaw's prior written consent.

9.6 The Website and all content are protected by copyrights, trademarks, service marks, patents or other laws and is the proprietary information of Shaw's or its licensor.

10. Disclaimer of Warranties, Limitation of Liability

10.1 Neither party excludes or limits liability to the other party for: (i) death or personal injury arising from its negligence; or (ii) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979; or (iii) fraudulent misrepresentation; or (iv) to the extent such limitation or exclusion is unlawful.

10.2 Except as expressly provided otherwise by these terms and conditions or as otherwise expressly agreed in writing between the parties, all other representations, conditions, warranties and other terms are excluded (including any statutory implied terms as to satisfactory quality, fitness for purpose and conformance with description) save to the extent that the same are not capable of exclusion at law.

10.3 Except as may be implied by law where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act, 1977) in the event of any breach of these Terms by Shaw's, the remedies of Customer shall be limited to damages which shall in no circumstances exceed the price of the Goods.

10.4 Shaw's shall not be liable to You for any of the following (whether or not you were advised of, or knew of, the possibility of such losses) whether arising from any claim under any tort including negligence, for breach of contract, for misrepresentation (other than fraudulent misrepresentation), intellectual property infringement, under any statute or otherwise arising out of or in connection with the use of the Website and/or the Goods including without limitation:

(c) any indirect, special or consequential losses;

(d) any loss of business, data, profits, revenue, goodwill, use, or anticipated savings;

(e) any damage suffered by You because of an action brought by a third party arising from any use, or inability to use the Goods; or

(f) loss or damage to your, or any third party's, data or records.

10.5 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

10.6 Shaw's does not warrant that the quality of Goods, description, or other material purchased or obtained by You will meet Your expectations.

10.7 The Goods delivered to You through the Website (except as expressly stated by Shaw's) are provided 'as is' and 'as available' for Your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties.

10.8 You agree to indemnify, keep indemnified and hold Shaw's harmless from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses caused by, or in any way connected with Your breach of these Terms or any other negligent, wrongful act or violation of any law or the rights of a third-party.

11. General

11.1 These Terms, including any disclaimers on this Website, constitutes the whole agreement between Shaw's and You in relation to Your use of the Website and the purchase and supply of any Goods and supersedes all previous agreements and understandings relating to Your use of this Website.

11.2 The provisions of these Terms shall be severable if any of its provisions are held to be invalid, void or otherwise unenforceable by a court of competent jurisdiction or other applicable authority and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

11.3 These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.