

Website terms and conditions – PunkCocker Animations Limited

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website and services on www.punkcockeranimations.co.uk (**our site**).

WHO WE ARE AND HOW TO CONTACT US

www.punkcockeranimations.co.uk is a site operated by Punkcocker Animations Limited ("We"). We are registered in England and Wales under company number 10912631 and have our registered office at International House, Barking Road, Barking, London, E13 9PJ.. Our main trading address is 9 Oakland Villas, Reynoldson Street Hull, HU5 3BY. Our VAT number is 285964151.

To contact us, please email punkcockeranimations@gmail.com

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy. See further under.
- Our Cookie Policy.

When you purchase goods and or services from our site, our Terms and conditions of supply detailed below will apply to the sales.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our products, services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at punkcockeranimations@gmail.com

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

NO TEXT OR DATA MINING OR WEB SCRAPING

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in these Terms and Conditions.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our [\[LINK TO PRIVACY POLICY\]](#).

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact punkcockeranimations@gmail.com

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

OUR TRADE MARKS ARE REGISTERED

Punkcocker Animations is a UK registered trade mark. You are not permitted to use them without our approval.

Terms and Conditions of Supply

These Terms and Conditions govern the sale of all goods and services by us and will form the basis of the contract between you and us. If you wish to place an order with us, our site will guide you through

the ordering process. Before submitting your order to us, you will be given the opportunity to review and amend it. Please ensure that you have checked your order and that you have read these Terms and Conditions carefully before submitting it. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

Your Account

Before you can place orders for Items using our Online Store, you may open an account. You may set up your existing account using your email, facebook or google account. When you open an account you will need to create a password, or other secure login method. You must keep any password you create, or other secure login method, secret, and prevent others from accessing your email account or mobile phone. If another person uses these methods to access your account, you will be responsible to pay for any Items they order, and we are not responsible for any other losses you suffer, unless the person using your password obtained it because we did not keep it secure.

You may close your account at any time by requesting to do so in your account section of our website or contacting us using the contact details above. We may suspend your access to your account, or close it permanently, if we believe that your account has been used by someone else. We may also close your account if in our opinion you are abusing our Service (for example, by applying for refunds or credit to which we do not consider you are entitled, making repeated unreasonable complaints, mistreating our staff, or any other good reason). If we close your account permanently we will refund any remaining account credit you have validly obtained from our customer service team or Application following any issue with an order, by applying a credit to your registered credit card, or if that is not possible for any reason, by way of a bank transfer using bank details (provided you have supplied them to us).

Contract

When you place an order, you will receive an acknowledgement e-mail and/or webpage confirming receipt of your order: this email and or webpage will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by the medium used for placing the order (SMS, e-mail or other appropriate digital means) that the goods which you ordered have been dispatched to you. Only those goods listed sent at the time of dispatch will be included in the contract formed.

Pricing and Availability

All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from delays beyond our control or force majeure for which we will not be responsible. In order to contract with us you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. We retain the right to refuse any request made by you. If your order is accepted we will inform you by email and SMS or via the website. When placing an order, you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods.

Whilst we try to ensure that all details, descriptions and prices which appear on this Website/Application are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will not be eligible for a refund from us.

How to Place an Order

Once you have selected the Products you wish to order from us and provided any other required information, you will be given the opportunity to submit your Order by clicking the checkout button. It is important that you check all the information that you enter and correct any errors before confirming your order. You may then log in or register on our site.

Once you have submitted your Order and your payment has been authorised, you will not be entitled to change or cancel your Order, nor will you be entitled to a refund. If you wish to change or cancel your Order, you may contact us directly and we will attempt to assist with your requests. However, there is no guarantee that we will be able to assist as we may have already started processing your Order.

Payment

All online card payments are made to PayPal. Upon receiving your order, we carry out a standard authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a full payment against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email, SMS or notification on the website, the monies paid shall be used for the value of goods you have purchased as listed. In the event that we reject your order, for whatever reason, once an order has been initiated where necessary; we will send confirmation by the medium SMS, email or other appropriate digital means to point out the affected user of the cancellation and that the refund has been initiated.

Delivery Estimates

Times given for collection and delivery are only approximate; We cannot provide an exact time for delivery but endeavour to deliver within the approximate delivery time specified when you place your order.

Refunds & Charge-backs

Online payments made through PayPal. For refunds, charge-backs or disputes for online paid orders, please contact us on the details mentioned below.

Order Cancellation and Amendments

Once the order has been confirmed and payment taken from your account, you will be unable to cancel your order and will not be eligible for a refund. To change or cancel your order please contact us and we will attempt to resolve your request.

Privacy Policy and Terms of Use

Use of our Website/Application is also governed by our Privacy Policy and Website/Application Terms of Use, available from Terms of Use. Our Privacy Policy and Website/Application Terms of Use are incorporated into these Terms and Conditions by this reference.

Variation

We shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website/ Application.

Invalidity

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Law and Jurisdiction

These Terms and Conditions, and the relationship between you and us (whether contractual or otherwise) shall be governed by and construed in accordance with the laws of England & Wales.

If you are a consumer, you will benefit from any mandatory laws. Nothing in the above clause takes away or reduces your rights as a consumer to rely on those provisions.