

# TERMS AND CONDITIONS

## **Please read all the terms and conditions.**

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

- General

- 1) The term 'The Santa Video' or 'Supplier' or 'us' or 'we' refers to the owner of the website whose registered office is 63 Duke Street, Colne, Lancashire, BB8 0SU;
- 2) The term 'you' refers to a viewer or user or anyone who purchases a product or goods from The Santa Video website;
- 3) Contract means the legally-binding agreement between you and us for the supply of goods or service;
- 4) Delivery Location means the Supplier's premises or other location where the Goods or service are to be supplied;
- 5) Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the uncharged reproduction of the information stored;
- 6) Goods or products or Service means the goods or products or service advertised on the website that we supply to you of the number and description set out;
- 7) Order or Purchase means the Customers order or purchase for the good or product or service from the supplier as submitted following the step by step process set out;
- 8) Privacy Policy means the terms which set out how we will deal with content and confidential and personal information received from you via the website;
- 9) Website means our website, [www.thesantavideo.com](http://www.thesantavideo.com) on which goods and products and services are advertised.

These Terms & Conditions of Use set forth the terms and conditions of the contract between you and The Santa Video. By continuing to browse and use and/or purchase products or services from [TheSantaVideo.com](http://TheSantaVideo.com), or by clicking on the button marked 'I Accept' before placing an order, this constitutes your acceptance of these Terms & Conditions of Use. Therefore you are agreeing to comply with and be bound by these Terms & Conditions of Use together with our Privacy Policy, which will govern the relationship between you and The Santa Video. If you disagree with any part of these terms and conditions or you are not eligible to enter into a contract and you are not at least 18 years old, please do not use our website or purchase products or services from our website. The Terms & Conditions and the content of the pages of this website is for your general information and use only. It is subject to change without notice.

- Privacy

This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties: name, address and contact information.

By submitting content to [TheSantaVideo.com](http://TheSantaVideo.com) you agree that we may access, preserve and disclose your identity if required to do so by law or in a good faith

belief that such disclosure is necessary to comply with legal process, respond to claims, or protect the rights, property, or personal safety of us or users of TheSantaVideo.com or the public.

We may contact you by using email or other electronic communication methods and by pre-paid post and you expressly agree to this.

- **Submission of Content.**

By submitting content to TheSantaVideo.com, You relinquish any ownership right in the content submitted. Any content submitted by You to TheSantaVideo.com becomes the property of The Santa Video. By using TheSantaVideo.com, you agree not to transmit any content that is abusive, offensive or obscene, or violates any law. We reserve the right to delete any content you provide to TheSantaVideo.com in its sole discretion.

Under no circumstances will we be responsible or liable in any way for any content that you have provided to TheSantaVideo.com, including, but not limited to, any errors or omissions in such content, or any loss or damage of any kind incurred as a result of the review and/or use of such content.

- **Personal Use Only**

The use of the Online Content is for Your personal, non-commercial use only. Neither You nor Your recipient acquire or retain any rights or ownership interest of any kind in The Santa Video's Online Content, and neither You nor Your recipient may reproduce, distribute, transfer, modify, create derivative works or otherwise use such content in any manner, unless expressly provided for by us. All Online Content remains the exclusive property of The Santa Video.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

All trade marks reproduced in this website which are not the property of, or licensed to the operator are acknowledged on the website.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

- **Terms of Sale**

The Santa Video has taken every care in the preparation of the content of this website and to ensure that prices quoted are correct at time of publishing and all products have been fairly described. Orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on the website. We reserve the right to cancel your order. Any description of goods or services or products is for illustrative purposes only and there may be discrepancies in the colours, size and presentation of products that appear on the website upon delivery. The description of goods or products or service in our website does not constitute a contractual offer to sell the goods or product or service. We can reject an order that has been submitted on the website for any reason, we will try to tell you the reason without delay.

We accept all major card providers as forms of payment. By submitting an order at TheSantaVideo.com, You authorise The Santa Video, or its designated payment processor, to charge the purchase amount to the credit card or debit card account specified immediately, before your order is processed and before you receive any products or goods.

You are responsible for any and all applicable sales, use, and other taxes, duties,

and governmental fees, custom charges and other charges payable in connection with your purchase made at TheSantaVideo.com. If You do not pay such taxes or fees on a transaction, You will be responsible for such taxes or fees in the event that they are later determined to be payable.

- Purchase of Video Content

When purchasing a Santa Video you will have an account; a username and password set up. You remain responsible for all actions taken under the chosen username and given password and undertake not to disclose your username and password to anyone else and keep them secret.

In exchange for Your purchase of online video content from TheSantaVideo.com (“Video Content”), we grant You a limited license to use the Video Content in accordance with the Terms & Conditions set forth herein.

You agree that, by making the online video content available to you for download, we will have fully satisfied its obligation to deliver or otherwise provide such content to You, regardless of Your or Your recipients’ failure or inability to view, play, or use such Video Content.

Unless otherwise specified, You will have access to the Video Content for a minimum of 4 months following Your payment, unless earlier removed by You.

All purchases of video content are final and non-cancelable, and no material is returnable or exchangeable. No refund will be given, either in whole or in part for a purchase of online video content from TheSantaVideo.com. In the event of an error by The Santa Video in processing or delivering Your order, we may either correct such error and deliver your order accordingly, or cancel Your order and issue a refund of the amount actually paid by You.

- Purchase and delivery of Christmas Eve Box

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available by emailing you. Occasionally, there may be delays for various reasons such as stock shortages, import delays or higher anticipated demand. We will make every effort to keep you informed.

All purchases of Christmas Eve boxes are final after 72 hours of your purchase and receiving your order confirmation email. Cancellation before 72 hours will result in a full refund. Any information you provide to us for the personalisation of a Christmas Eve box is solely your responsibility to check the information provided is accurate and correct, including but not limited to, addresses and names, and spelling and grammar. Any changes and/or amendments to your mistakes must be provided to us before the cancellation period in writing via email, (support@thesantavideo.com). After 72 hours of an order being confirmed, boxes will be in production, so they cannot be cancelled or refunded or amended in any way. As our Christmas Eve boxes are bespoke and personalised to you, we are not obligated to offer a refund or accept returns on these items under any circumstances. Therefore, cancellation after the given cancellation time period may result in a partial refund as a good will gesture but we cannot accept any returns. You must contact The Santa Video in writing via email (support@thesantavideo.com), to cancel your Christmas Eve box or if you would like any further advice/clarification on this matter.

All purchased Christmas Eve boxes will be sent for delivery on the 7th December 2017, so they arrive before Christmas but not until December. This is done as a good

will gesture to help you prevent any damage or loss to the product or goods, through storing the product and goods for a long period of time. If you wish to have your purchase sent out for delivery sooner then you must contact us in writing via email, (support@thesantavideo.com) before you make a purchase so we can try and arrange this. You may still contact us in regards to this, after you have made a purchase, but additional costs may apply. Orders made on the 4th or 5th or 6th of December 2017 will be processed and packed straight away so they can be sent out for delivery on the 7th of December 2017; Therefore, the 72 hours cancellation period does not apply to purchases made on these dates and no changes or amendments or refunds or cancellations or returns can be made.

Delivery times may vary depending on the destination the product or goods is to be delivered to. All products and goods will be sent via tracked delivery, this information will be made available to you once your order is sent for delivery. Any queries can be made in writing via email, (support@thesantavideo.com). If items are damaged in transit you must inform us within 5 days of delivery and you must provide evidence of the damaged goods in the form of photographs of the damage with a copy of your order confirmation and receipt. We will then advise you on how to proceed.

- Termination

The Santa Video reserves the right to terminate this agreement at any time for any breach or violation by You of these Terms & conditions of Use. In the event of such termination, you will not be entitled to any refund.

- Discontinuation of Services

The Santa Video may revise, discontinue, or modify TheSantaVideo.com at any time without prior notice.

- No Warranty

Neither we or any third parties provide any warranty or guarantee, either express or implied, with respect to any product, service, information or content sold at TheSantaVideo.com. The Santa Video makes no warranty that the products, services, information, or content offered on TheSantaVideo.com will be uninterrupted, accurate, complete, reliable, current, or error-free, or that content downloaded from TheSantaVideo.com will be free of viruses or other harmful components.

Any material downloaded or obtained from TheSantaVideo.com is at Your own risk, and You should use software to detect and disinfect viruses.

You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any inaccuracies or errors to the fullest extent permitted by law.

Unless otherwise specifically noted, all products, services, information, and content offered on TheSantaVideo.com is offered "as is" and without warranty of any kind. You will be solely responsible for any damage to your computer system or loss of data occurring as a result of your download from TheSantaVideo.com.

- Governing Law and Complaints

This Agreement shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the UK. The UK shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought, arise out of or in connection with or by reason of this Agreement. We try to avoid any dispute, so we deal with complaints in the following way; If a

dispute occurs, you should contact us in writing via email, (support@thesantavideo.com), to find a possible solution. We will aim to respond within 5 days with an appropriate solution.

- Miscellaneous

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded. The waiver by The Santa Video of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.