

WASPBANE WEBSITE TERMS AND CONDITIONS JUNE 2012

1. PREAMBLE

These Terms and Conditions relate to the use of the WaspBane website and purchases made from the website. We have tried to keep our Terms and Conditions as simple and clear as possible so that you know what to expect when dealing with WaspBane on-line. When you make a purchase you will have to accept our Terms and Conditions which may change from time to time. If you are making annual purchases from our website then we suggest that you check the date of the Terms and Conditions to make sure you are aware of any changes.

2. DEFINITIONS

In these conditions "The Company" means WaspBane which is a trading style of Corpus Nostrum Limited. Corpus Nostrum Ltd is a company registered in England and Wales number 2376579. The address of the Company is as stated in the "Contact Us" section of the website. These Terms and Conditions are addressed to "you" as the individual, company, or organisation using the WaspBane website or making purchases from it. In these conditions "Products" means the WaspBane Wasp Trap Vapour Chamber and WaspBane Wasp Trap Bait Chamber, and "Unit" means a combination of one of each WaspBane Wasp Trap Vapour Chamber and WaspBane Wasp Trap Bait Chamber constituting a whole trap or a WaspBane Wasp Trap Bait Chamber on its own. "IWM" means integrated wasp management and refers to the use of the Products as part of a holistic (all round) approach to the management of nuisance wasps.

3. CONTRACT

When you purchase Products from the WaspBane website and accept these Terms and Conditions you effectively enter into a contract with us. These Terms and Conditions set out the basis for that contract and help explain both of our obligations to each other. You will not be able to purchase from the WaspBane website if you do not accept these Terms and Conditions. If you do not accept our Terms and Conditions but still wish to purchase Product then you may be able to do so from certain retail outlets or alternatively you may wish to purchase directly by telephoning 01480 414644.

4. GENERAL

The Products are manufactured and assembled in the UK so we are able to confirm that they do not contain pesticides, insect pheromones or toxins and are suitable for domestic disposal in accordance with local regulations. The Products sold by WaspBane are sold in good faith based on the information acquired by the Company throughout the development of the Products. The Company however accepts no responsibility for the effectiveness of the Products which are subject to external factors beyond the control of the Company and subject to your competence in IWM. The WaspBane website endeavours to provide information to assist you with IWM but you must understand that wasps are complex insects that they be difficult to manage without the necessary training and an in depth knowledge of the techniques and strategies used in IWM. The Products are not sold as an alternative means of wasp nest eradication. Customers purchasing the Products do so at their own risk but the Company will provide advice and assistance wherever reasonably practicable.

5. PRICE

All prices are stated and payments collected in UK Pounds (£). The payment that the Company receives will be the sum of the price of the Products as stated on the website at the time that you purchase them and any additional shipping charges and VAT. If you are purchasing from outside of the UK then your bank will charge you a transaction fee which will probably include a currency exchange fee or foreign currency payment fee. It is your responsibility to find out what your bank will charge you for your transaction fees in addition to the prices stated on the website before you purchase. All prices are stated exclusive of shipping and VAT. Shipping and VAT will be added to your bill based on your delivery address. The total bill that you will have to pay, including shipping and VAT (but excluding your bank charges), will be calculated for you on checkout. If you do not wish to purchase you may cancel your order at the checkout.

6. VAT

Value Added Tax will be charged at the current UK rate for purchases made from within EU countries.

7. DELIVERY

Any date or period for delivery stated on the website is intended by the Company and accepted by you as being an estimate only, and you further accept that the delivery period or date is not a contractual obligation placed on the Company. Refunds will not be issued by the Company for delays unless shipment is delayed by more than 28 days and the Products have still not been despatched from the Company within that period.

8. TITLE TO AND RISK IN PRODUCTS

The Products that you purchase from our open website shop become yours once your payment clears through our bank and you assume responsibility for any loss of your Products during shipping. The Products will be shipped to you by Royal Mail (or other such reputable couriers as the Company will elect from time to time) via their standard service. If you wish the Company to undertake the risk in shipping then you must purchase the Products under a separate arrangement made by telephoning the Company on +44 (0)1480 414644. Such an arrangement will use a secure registered method of shipping which will result in higher shipping fees chargeable to you. In the event that your Products are lost during shipping where you have chosen the standard shipping service then the Company is only obliged to give you evidence that your Products were shipped by giving you a copy of the parcel receipt from the shipping company. If your Products are damaged in transit then the Company will replace them free of charge provided that the damaged Products are returned to the Company. See the Product Returns Policy section. If you have purchased Products through the registered trade part of the website shop then the Company will automatically use a registered form of shipping and will assume responsibility for the Products in transit.

9. CANCELLATION

You may cancel your order at any time provided your order has not been despatched. Once your order has been despatched you may not cancel your order but you may request to return your Product for a refund. The Company will accept returns and refunds only in accordance with the terms of its Product Returns Policy.

10. CLAIMS

Products purchased from the open shop of the website are intended for general public use and therefore any claims made for Products purchased from the open shop shall be limited to the value of the purchase only. Products purchased from the registered trade part of the shop are supplied under commercial terms and;

- a) The Buyer will notify the Company of any shortages or damages within three working days of receipt.
- b) The Company will have no liability for such loss, damage or non-delivery unless the terms of this clause are strictly complied with.
- c) The Company will not in any event be liable for any special, consequential or indirect loss or damage suffered by the Buyer as a result of any breach by the Company of any of these conditions.

11. LIABILITY

The Products are sold to you on the understanding that you have sole responsibility for determining the suitability of the Products for the purpose for which you intend to use them. Accordingly, the liability falling on the Company for any loss or damage suffered by you and arising by reasons of defects of the Products or otherwise howsoever shall be limited to the purchase price of the goods in respect of or in relation to which loss or damage is claimed. Notification of any alleged defects in the Products (immediately they become apparent) must be made by you in writing to the Company giving full details and when required the Products must be returned to the Company by you for inspection. Liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the Products and save as provided in this clause the Company shall not be under any liability whether in contract tort breach of statutory duty or otherwise in respect of defects in goods delivered or for any injury (other than death or personal injury caused by negligence on the part of the Company as defined in the Unfair Contract Terms Act 1977), damage or loss resulting from such defects (other than strict product liability for defective goods under the Consumer Protection Act 1987) or from any information service or advice rendered by the Company or its employees or agents. The Company accepts no liability whatsoever for any harm or injury arising as a result of wasp or insect stings howsoever and to whomsoever caused and you accept that in purchasing and using the Products that you accept and take upon yourself full responsibility and liability for any harm or injury from wasp or insect stings arising from or in relation to the use of the Products.

12. TERMINATION

The Company shall be entitled, without prejudice to its other rights and remedies, to cancel its contract with you under these Terms and Conditions in whole or in part and to suspend deliveries to you if you are in breach of any term of these Conditions and if you are a registered trade Buyer then accordingly the Company may cancel its contract with you if you (as the Body Corporate) become insolvent or a Receiver, Manager or Administrative Receiver is appointed to the whole or any part of your undertaking, business or assets or if any petition is presented applying to the court for the winding up of, or for an Administrative Order to be made in relation to you (as the Body Corporate) or a resolution passed for your (Body Corporate) winding up or dissolution, or you (as the Body Corporate) become bankrupt or enter into a voluntary arrangement with your creditors.

13. FORCE MAJEURE

If the Company is delayed or hindered in or prevented from performing any of its obligations to you under these Terms and Conditions by things beyond its control such as an Act of God, fire, flood, accident, explosion, breakdown or failure of plant or machinery, labour dispute, acts or regulations of Government, shortage of material or fuel or labour or transport or anything else which is beyond its control, then the Company shall be under no liability to you whilst the conditions of Force Majeure persist. This means that you may not cancel your order with the Company for any delays in the supply of the Products that you purchased from the Company until 28 days have elapsed after the conditions of Force Majeure have ended or until the conditions of Force Majeure have delayed your order by six months from the date of your order where upon you may elect to cancel your order with immediate effect by writing to the Company to advise the Company of the same.

14. RIGHTS, REMINDERS, WAIVERS

The rights and remedies of the Company under the contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure or delay by the Company in asserting or exercising any such rights or remedies.

15. ASSIGNMENT

The contract shall not be assigned by you to any other person or body without prior written consent from the Company.

16. HEALTH AND SAFETY

Wasps represent a significant hazard to human health. It is your responsibility to take adequate precautions to ensure safe handling and use of the Products in accordance with all available information concerning the Products and in purchasing the Products you agree not to raise any claims against the Company for any harm or injury arising from wasp or insect stings.

17. PATENTS

The Products are sold subject to the protection conferred on them by International and National Patent Laws and Trade Mark Registration Laws. In purchasing the Products you agree not to knowingly undertake any activities which would illegally undermine any Patent or Trade Mark Rights owned by the Company vested in the Products. The Company gives no warranty that the use or sale of any Products supplied by the Company will not cause you to infringe upon any other letters patent or other industrial property rights.

18. PROPER LAW

The construction, validity and performance of any contract entered into when you purchase Products from this website shall be governed by English Law. Similarly, the operation of this website shall be governed in accordance with English Law. If you are not a resident of the UK and you choose to use this website then you are responsible for complying with local laws if and to the extent that such local laws are applicable. Corpus Nostrum Ltd makes no representations that the Products on this website are appropriate or legitimate for use in locations other than the UK and if you decide to purchase Products from this website to use in locations outside of the UK then you agree to undertake full legal responsibility for using the Products in your location.

19. RETURNS POLICY

The Company will only accept returns under certain situations. To make a request for a return you will have to write to the Company at the contact address given on the website or via e-mail to info@waspbane.com. You must explain why you wish to make the return and must provide a copy of your receipt as evidence that you purchased the Product from the website. The Company will not agree to any returns without such a receipt being presented as proof of purchase. You are advised to keep at least one copy of your receipt. Products which have been purchased in error may be returned but only with the prior written agreement of the Company. Returns of this nature will only be accepted if the Product is returned without having been opened or removed from its packaging and without any sign of damage or use. Upon receipt of the returned Products the Company will issue you a refund for the Products at the purchase price plus VAT where applicable. The Company will not refund the cost of shipping and will not fund the cost of making the return. Products damaged in transit or which are received as being faulty may be returned for a replacement provided that they have not been used in any way. The Company will arrange collection of the damaged or faulty Products and once received will issue a replacement. Other than those situations mentioned above the Company will not accept Products for return. The Company will not provide refunds in the event that the Products do not work in the way that you expect them to as you have sole responsibility for deciding whether the Products are suitable for your intended purpose.

20. PAYMENT

Payment will be collected through a secure independent payment gateway which will direct your transaction to our bank. As such the Company will not have sight of your payment card details which will remain confidential to you and the bank accepting your payment. The bank will inform us when you have made payment and will authorise us to ship Product to you. You will receive a confirmation of your payment and confirmation that we have received your order for despatch.

21. COMPLAINTS

All complaints must be addressed in writing to the Company at the contact address stated on the website.

22. OWNERSHIP OF RIGHTS

All rights, including Copyright, trademarks and all other intellectual property rights in all material and content this website are owned or licensed by Corpus Nostrum Ltd or its holding company. Any use of this website or its contents, including but not limited to copying, downloading, publishing, transmitting, sharing or storing of the website whether in whole or in part, other than for your personal, non-commercial use is strictly prohibited without the express written permission of Corpus Nostrum Ltd. You may not modify, distribute, reproduce or re-post anything on or from this website for any purpose. You may not create links to this website without the prior written permission of Corpus Nostrum Ltd and you may not interfere, restrict or inhibit the use of the website by any other persons.

23. ACCURACY OF CONTENTS

The Company has taken every effort to ensure that the contents of the website are accurate and correct and warrants that the information provided on the website is free from any deliberate deceptions. Wasps are a complex social insect and they and their behaviour are not fully understood. The information has been provided in genuine good faith to help people manage problems with nuisance wasps. However, as with all natural phenomena, our understanding of such phenomena is likely to change as more things are learned or discovered. The Company therefore takes no responsibility for the accuracy of the information provided and you must decide for yourself whether you accept or believe the information on the website and should you decide to use the information then you do so at your own risk. The Company reserves the right to correct any errors in prices or conditions of sale even when such errors have been detected after a purchase has been made. In the event that the Company needs to correct a price or a condition after you have made a purchase but before you have received your Products, then the Company shall be within its rights to cancel your order. The Company shall then contact you to give you the option to continue with your purchase under the corrected terms or to formally cancel your order. Where your order is cancelled in response to an error then you shall receive a full refund.

24. DAMAGE TO YOUR COMPUTER

The Company has taken every care to ensure that its website is free from viruses or other forms of malevolent programmes. However, the Company cannot guarantee that your use of this website or any other website linked to this website will not cause damage to your computer. You are responsible for ensuring that your computer is suitably protected to allow it to safely use this website. The Company accepts no responsibility whatsoever for any loss or damage to your computer arising from the access or use of this website.

25. REGISTRATION

This website provides for certain professional persons or organisations to register with the Company to receive certain professional benefits and proprietary information. You may be eligible to register with the Company if you belong to such a qualifying professional organisation. Persons eligible to register with the Company are identified in the Business and Pest Control sections of the website. The Company will check all registrants before registering them on the website. Registration information will be held confidentially and the Company will endeavour to protect registrant confidential information at all times. Information provided by you during registration will only be used by the Company in the provision of services to you and shall not be transferred or sold to third parties save if the business of Corpus Nostrum Ltd as a whole is sold to a third party in which case the third party shall be required to honour the privacy of your registration details. The Company reserves the right at all times to cancel your registration without giving cause or reason.

26. PRIVACY

You may access and browse this website without disclosing any of your personal details. Should you decide to purchase from this website then you agree to disclose your personal details to us in accordance with these Terms and Conditions. The Company will retain your personal details in execution and as evidence of the contract that is entered into between you and the Company when you make your purchase. Your personal details will remain confidential to the Company and the Company will not share your details with anyone else (other than its bank) unless it is required to do so by the service upon it of a legally binding order to do so by the courts. The Company does not have access to your payment card details which are only disclosed to our bank via the secure independent payment gateway operated by Bucks Net Services. The Company will only use your details to advise you of information or offers relating to the website or its Products. If you do not wish to receive further information or offers then please e-mail the Company at info@waspbane.com and ask to have your name removed from our mailing list. If you do not agree to the Company privacy policy then you must not register with the website and you must not purchase Products from the website.

27. PASSWORD SECURITY

If you have registered with this website then you will need a user name and password to access the registered member parts of the website. You are responsible for maintaining the confidentiality of your password and account. Any abuse of your user name or password which provides unauthorised non-registrants with access to registered member areas of the website will result in cancellation of your registration and furthermore any outstanding orders will be cancelled or charged at the full retail price. Any abuse of your password which results in you giving unauthorised access to non-registrants to Company proprietary training information will result in you being charged for such unauthorised access at the commercial rate of £245 for each and every unauthorised non-registrant.

28. COOKIES

This website uses "cookies" to help with certain services that we offer and to improve the functionality of the website. Cookies are small files that websites put on your computer to make future communication easier. When websites and computers talk for the first time they have to electronically introduce themselves and this takes time. Cookies are a little bit like calling cards and basically allow websites and computers to remember that they have already been introduced. This website uses cookies when you browse, order or register with the website. You can remove these cookies from your computer at any time from within your internet browser window. You can get more information about cookies at www.allaboutcookies.org. The cookies used by this website are not knowingly malicious.

29. DISCLAIMERS

Any disclaimers or stated limitations of liability made on this website or in these Terms and Conditions shall not apply to any damages resulting from death or personal injury caused by the negligence of Corpus Nostrum Ltd and shall not apply to any instance of fraud. Disclaimers and exclusions from liability shall be judged in accordance with English Law and if any disclaimer or exclusion or any part thereof is deemed to be void, unlawful or unenforceable then that provision shall be deemed severable and shall have no bearing on the validity of the rest of these Terms and Conditions.