



flatpackmonkey.com
home, garden & workspace furniture assembly

website terms of use

1. introduction

these terms of use apply between you, the user of this website (including any sub-domains, unless expressly excluded by their own terms of use), and flatpack**monkey.com**, the owner and operator of this website.

please read these terms of use carefully before you start to use our site. by using our site, you accept these terms of use and that you agree to abide by them. if you do not agree to these terms of use, please refrain from using our site.

2. agreement

by accessing, using, browsing or booking on our site you agree that you have read, understood and agree to be bound by these terms of use, and you agree to comply with all applicable laws, rules and regulations.

you may not transfer any of your rights under these terms of use to any other person. we may transfer our rights under these terms of use where we reasonably believe your rights will not be affected.

3. about us

our website (www.flatpackmonkey.com) is operated by flatpack**monkey.com**

our main trading address is: flatpack**monkey.com** 30 ferris town, truro, cornwall, tr1 3jj

4. accessing our site

access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. we will not be liable for any disruption or non-availability of the website.

any online facilities, tools, services or information that flatpack**monkey.com** makes available through the website are provided "as is" and on an "as available" basis. we give no warranty that the service will be free of defects and/or faults. to the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

flatpack**monkey.com** is under no obligation to update information on the website. whilst flatpack**monkey.com** uses reasonable endeavours to ensure that the website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all users take responsibility for their own security, that of their personal details and their computers.

flatpack**monkey.com** reserves the right to alter, suspend or discontinue any part (or the whole of) the website including, but not limited to, any products and/or services available.

these terms of use shall continue to apply to any modified version of the website unless it is expressly stated otherwise.

5. intellectual property rights

all content included on this website, unless uploaded by users, is the property of flatpack**monkey.com**, our affiliates, or other relevant third parties. in these terms of use, 'content' means any text, graphics, images, audio, video, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this website, including any such content uploaded by users.

by continuing to use the website you acknowledge that such content is protected by copyright, trademarks, database rights and other intellectual property rights. nothing on this site will be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission. our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

you may, for your own personal, non-commercial use only, do the following:

- retrieve, display and view the content on any device.
- print one copy of the content.
- download extracts for personal reference.

you must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any content (digitally or printed) without the written permission of flatpack**monkey**.com.

our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged. 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 request, return or destroy any copies of the materials you have made.

6. your content

you are responsible for any content you may submit via the website, including the legality, reliability, appropriateness, originality and copyright of any such content. you may not upload to, distribute or otherwise publish through the website any content that:

- is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable.
- may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law.
- may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam".
- you may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content.
- you may not upload commercial content onto the website.

you represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the you supply does not violate any provision of these terms of use and will not cause injury to any person; and that you will indemnify flatpack**monkey**.com for all claims resulting from content you supply.

7. prohibited use

you may not use the website for any of the following purposes:

- in any way which causes, or may cause, damage to the website or interferes with any other person's use or enjoyment of the website.
- in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order.
- making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

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. we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

8. limitation of liability

the content on our site is provided without any guarantees, conditions or warranties as to its accuracy. commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. nothing in these terms and conditions will:

- limit or exclude our or your liability for death or personal injury resulting from us or you, as applicable.
- limit or exclude our or your liability for fraud or fraudulent misrepresentation.
- limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

we will not be liable to you in respect of any losses arising out of events beyond our reasonable control. to the maximum extent permitted by law, flatpack**monkey**.com accept no liability for any of the following:

- any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities.
- loss or corruption of any data, database or software.
- any special, indirect or consequential loss or damage.

9. links to other websites

this website may contain links to other sites. unless expressly stated, these sites are not under the control of flatpack**monkey**.com or that of our affiliates. we assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. the inclusion of a link to another site on this website does not imply any endorsement of the sites themselves or of those in control of them. access to a linked site will be subject to that sites own terms and conditions, to which you should refer.

10. linking to our site

use of content from this website must be credited to flatpack**monkey**.com.

you may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation, take advantage of it, or is in any way a breach of the laws of england and wales, or infringes any third party intellectual property rights. you must not establish a link in such a way as to suggest any form of association,

if we contact you to remove your links to flatpack**monkey**.com, you must do so immediately.

11. general

these terms of use may be varied by us from time to time. such revised terms will apply to the website from the date of publication. users should check our website policies regularly to ensure familiarity with the then current versions.

these terms of use, together with the privacy policy and cookie policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms of use

the contracts (rights of third parties) act 1999 shall not apply to these terms of use and no third party will have any right to enforce or rely on any provision of these terms of use.

if any court or competent authority finds that any provision of these terms of use (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms of use will not be affected.

this agreement shall be governed by and interpreted according to the law of england and wales and all disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the english and welsh courts.

12. concerns

if you have any concerns about material which appears on our site, please email us at: hello@flatpack**monkey**.com