

City of London > Legal notices

Legal notices

Updated May 2009

This is the website of the Mayor and Commonalty and Citizens of the City of London ("the City of London") of PO Box 270 Guildhall London EC2P 2EJ. Telephone 020 7606 3030. Email web@cityoflondon.gov.uk.

Definitions

"Website" means the City of London's website currently located at www.cityoflondon.gov.uk.

"We / us / our" means the City of London

"You / your / yours" means a user of the Website

"Users" means collectively users of the Website

"Consumer" means a person who is not ordering goods or services in the course of his or her business

"Business User" means a person, company, partnership or other organisation which orders goods or services from this Website in the course of their business

"Special Conditions" means specific conditions relating to a product or service on relevant webpage of the Website.

"Working Days" do not include Saturday, Sunday or Public Holidays

Terms and Conditions of Use and General Conditions of Sale

By using the Website you agree to be bound by the "[Terms and Conditions of Use](#)" and if you purchase any goods or services from the Website you agree to be bound by the "[General Conditions of Sale](#)" and any applicable Special Conditions.

If you are uncertain as to your rights or require any explanation about them please email registration.enquiries@cityoflondon.gov.uk or telephone 020 7332 3256.

Disclaimer

The City of London is committed to the highest standard and quality of information and every attempt has been made to present up-to-date accurate information. However, the City of London gives no warranty as to the accuracy of the information on the Website. The City of London shall not be liable for any losses or damages arising from your use of the Website, including reliance on information contained on the Website, other than in respect of death or personal injury caused by our negligence or in respect of fraud.

The information provided on the Website has not been written to meet the individual requirements of Users and it is the responsibility of Users to satisfy themselves prior to using this information in any way that it is suitable for their purposes. Before making any decisions based on any information contained on this Website, Users are strongly advised to refer to alternative independent sources of information to confirm the basis of their decision.

Although the City of London takes all reasonable measures to ensure that the information provided to it from third parties is accurate and not defamatory or offensive it cannot control the content or take

responsibility for pages maintained by external providers or linked pages.

Terms & Conditions of Use

of the Website of the Mayor and Commonalty and Citizens of the City of London ("the City of London") "[About Us](#)".

1. General

1.1 In accessing information from the Website you agree to be bound by these Terms and Conditions of Use as set out below.

1.2 These Terms and Conditions of Use may change from time to time. Please check our Website frequently to see recent changes. The date when these Terms and Conditions of Use were last updated will be displayed. If you do not agree to any change you should not continue to use the Website.

1.3 The Website contains proprietary notices and copyright information the terms of which you agree to observe and follow.

1.4 In the event that the City of London opens a prize draw to Users*:-

- (a) only one entry per User will be accepted;
- (b) an eligible entrant must be an individual aged 18 or over;
- (c) by entering, all entrants agree to abide by these Terms and Conditions of Use;
- (d) all prizes are subject to availability, not exchangeable for cash, and the City of London may at its absolute discretion alter or substitute any prize for an alternative of the same or comparable value; and
- (e) the City of London does not endorse, guarantee or accept liability arising from any products or services of a third party offered as a prize in any prize draw.

2. Security

2.1 You assume full responsibility for the protection of your computer system (including but not limited to any form of computer PDA mobile phone or other web browsing equipment) including hardware, software and stored data on your computer system including hardware, software and stored data of third parties who may access or be otherwise connected to your computer system. You will assume the responsibility of ensuring that programs or other data downloaded or otherwise received from this Website are free from viruses, worms, Trojan horses or other items of a destructive nature. We would advise you to run an up-to-date anti-virus program on anything you download from the Internet.

2.2 You must take reasonable precautions to prevent the fraudulent use of your security details including password and must notify the City of London in the event that you suspect a third party has obtained your security details.

2.3 In accordance with the requirements of the [Data Protection Act 1998](#) the City of London will take reasonable steps to ensure that data transmitted electronically to the City of London via the Website or otherwise and stored by the City of London is not accessed by unauthorised third parties. You accept the risk that data transmitted electronically to the City of London via the Website or otherwise may be intercepted before reaching the City of London or accessed from the City of London's data storage by third parties not authorised by the City of London and may be exploited unlawfully by such unauthorised third parties.

2.4 The City of London makes no representations as to the security, quality or propriety of any website which may be accessed through the Website and accepts no liability for the content or for any loss or damage caused or alleged to have been caused by the use of or reliance on information contained in such websites or goods or services purchased from them. Connected websites accessed through the Website are independent websites over which the City of London does not exercise any control whether financial, editorial or of any other kind and are not in any way endorsed by the City of London.

3. Errors

3.1 Information contained in the Website may contain technical inaccuracies or typographical mistakes and should not be relied on as totally accurate. Information may be changed or updated without notice and any queries relating to the information including queries as to its currency and accuracy should be addressed to the person or persons stipulated in the Special Conditions on the appropriate web pages relevant to the goods or services sought. For general content queries relating to the Website email us at web@cityoflondon.gov.uk.

4. Warranty and Liability

4.1 All information made available from within the Website is provided "as is" for information purposes only and should not be relied on as totally accurate. [See Disclaimer](#).

4.2 Goods supplied from the Website should only be used for their approved uses and in accordance with their accompanying instructions for use, servicing and maintenance. You are strongly advised not to use goods supplied for any non-approved or abnormal uses.

4.3 No employee or agent of the City of London is authorised to recommend non-approved uses and you should not rely on any such recommendations.

4.4 The City of London will only be liable to you for any losses resulting from the use of the Website in the following circumstances:-

(a) where the losses are suffered as a result of the City of London breaking any term of the Conditions of Use and/or General Conditions of Sale / Special Conditions; or

(b) where there is a breach of a legal duty of care owed to you by the City of London or any employees or agents of the City of London; and

(c) provided the losses are a foreseeable consequence of the City of London breaking the Conditions of Use and/or General Conditions of Sale / Special Conditions; Losses are foreseeable where they could be contemplated by the User and the City of London at the time the Website is made available to the User.

4.5 The City of London will not be liable for:

(a) indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable;

(b) any increase in loss or damage resulting from breach by you of any term of the Conditions of Use and General Conditions of Sale / Special Conditions;

(c) any loss or damage resulting from the use of any other website connected to the Website by means of a hypertext link or any other link;

(d) any loss of profits or other economic loss resulting from the use of the Website for business purposes

4.6 The City of London accepts no responsibility whatsoever for any data corruption, interception or delay or any inaccuracies or errors that may occur except in consumer sales to the extent that the City of London or its employees or agents is in breach of its agreement with you, negligent or in breach of its statutory duty when the provisions of Clauses 4.4 and 4.5 above will apply.

4.7 Nothing in these terms shall exclude the City of London's liability for death or personal injury arising from the negligence of the City of London, its employees, agents or contractors resulting from the use of the Website.

4.8 The City of London publishes the images and information on the Website in good faith. The City of

London will use all reasonable endeavours to ensure that all intellectual property rights are respected and that the information and images are accurate and neither defamatory nor offensive.

5. Copyright and Linking Policy

5.1 The Website belongs in all respects to the City of London.

5.2 All intellectual property rights including copyright, Database Right, First Publication Rights, patents, Registered Trade Marks, know-how, intellectual or industrial property rights including format, art direction, look and feel of the Website and its content subsisting throughout the World shall vest in the City of London.

5.3 Users may not modify, copy, distribute, transmit, display, reproduce, publish, licence or create derivative works from data or other content found on the Website or sell any information or images obtained from the Website. Users may download information or images for private non-commercial viewing purposes only unless permitted for the purpose of making an offer appropriate to the goods or services required. Any information or images attributed to a third party and not in copyright and downloaded by you may only be used in compliance with this clause and must be properly attributed to the owner.

5.4 Linking to other websites is permitted in accordance with the following Linking Policy:-

The City of London is keen to promote e-government and access to online public services by encouraging other reputable websites to create links to our Website. It therefore grants a limited, revocable and non-exclusive right to create a link / s to web pages on the Website subject to the following conditions:-

1. Links to content / web pages are permitted provided you do not represent the City of London Website or content as your own or otherwise misinform Users about the origin of the content of the City of London Website.
2. Content (including but not limited to text, graphics, photographs, databases) on the Website must not be copied in isolation or presented to give the impression that the content is owned by you. Content should not be loaded into frames or a border environment. City of London pages must load into the User's entire window.
3. Links to the Website must not be used for commercial or private gain or to imply endorsement of your website, product or service by the City of London without our express written approval (email web@cityoflondon.gov.uk).
4. The City of London will not support links to the City of London Website by political pressure groups
5. Your website must not contain distasteful, obscene, offensive, defamatory or otherwise illegal content or portray the City in a false, misleading, derogatory or offensive manner. You must not bring the City of London into disrepute by associating us with undesirable products, services or opinions.
6. Any trade mark, logo, crest or other identifiable emblem of the City of London shall remain the property of the City of London at all times and no licence or right to use any of the same shall be granted or implied in any way.
7. If you wish to link to any part of the Website you will be bound by the City of London Legal Notices including but not limited to copyright restrictions and our disclaimer.
8. Any breach of these conditions will result in the termination of your limited licence to link to content on the Website.

6. Availability of Website

6.1 The City of London will use its reasonable endeavours to ensure the availability of the Website and that transmissions are error free. However, due to the nature of the Internet it is not technically possible for the City of London to provide a completely fault free service and the City of London gives no guarantees or warranties express or implied as to the quality or reliability of access to this site

6.2 The City of London reserves the right to suspend or cancel the Website or refuse access to it

immediately and without notice in order to maintain, repair or update the Website or if it is necessary for legal reasons. However, the City of London will where possible give notice of any suspension or cancellation on the Website.

7. Waiver

7.1 The failure by the City of London to enforce any term or condition hereof or of the Conditions of Sale or Special Conditions (if applicable) shall not be deemed as a waiver of the right to enforce such term or condition.

8. Jurisdiction

8.1 The Website is situated in London England and all the Terms and Conditions of Use shall be governed by and construed in accordance with the laws of England and Wales and subject to the jurisdiction of the English Courts.

9. Contact

In the event of any queries about how to use the Website, please email us at web@cityoflondon.gov.uk.

Privacy and data protection statement

This is the current Privacy and Data Protection Statement for the City of London Website. If this Privacy Statement is revised an updated version will be placed on the Website.

1. Policy and personal data

1.1 The City of London will use all reasonable endeavours to ensure that your privacy is protected. When you register with the City of London and each time you place an order the City of London will require to know personal information about you - including your name, billing address, delivery address, email address and telephone number and product/service selections. This information allows the City of London to fulfil your order and notify you of the status of the order. Details of payment card numbers and expiry dates etc will go through a secure server operated by the City of London's Payment Service Provider and to which the City of London does not have access.

1.2 If you consent, by ticking the opt-in box on the [Registration Page](#), the City of London may ask you to answer various general questions about yourself including any areas in which you are interested so that information can be tailored to cover the areas in which the City of London believes you might be interested for future reference.

1.3 The City of London would like to use your information for the purpose of providing you with material about any special areas of the City of London which it is believed may be of interest to you and for related marketing purposes. The City of London will only provide you with this material if you have ticked the opt-in box on your Registration Form.

1.4 If at any time you wish to receive material about any other City of London areas which you currently do not receive or if you wish to stop receiving any material you may request amendment or removal of your preferences by amending the opt-in box on your Registration Form by clicking on "[Amend registration](#)" in the "My Details" section of the Website.

1.5 The personal data collected by the City of London will be evaluated periodically to determine whether it should continue to hold such data. Subject to any legal retention requirements, eg VAT regulations require appropriate financial records to be retained for six years, [you may notify the City of London if you do not wish data to be continually held by the City of London. You may also request details of your Personal Data held by the City of London.](#)

1.6 Please click here for "[Enquiries under the Data Protection Act 1998](#)".

1.7 The City of London may wish to sell, trade, rent or otherwise pass your personal data to trustworthy and specific third parties. However, the City of London will only pass your personal data to such third parties if you have expressly consented to this use by ticking the opt-in box on the [Registration Page](#).

2. Statistics

2.1 The City of London may provide aggregate statistics about sales, traffic patterns and related site information on the Website and also provide statistics to Central Government, Government agencies and other public bodies, but these will not include any personally identifying information. Please note in particular that statistical records are maintained of pages visited by Users whether or not they have registered.

2.2 The City of London may monitor user traffic on an aggregate basis in order to help it develop and improve the Website for the benefit of all Users.

3. Security

3.1 You are advised that the Internet is not a secure medium. The City of London will use reasonable endeavours to keep your information confidential and store it on a secure server which is password protected and hidden behind a firewall from the outside world. Internal procedures cover the storage access and disclosure of your information. The City of London will not sell or pass your information on to any third parties without first obtaining your consent.

3.2 You are advised to log out after completing your online transaction.

4. Transmission and transfer of data outside the EU

4.1 Because the Internet infrastructure is global and it is not possible to predict the routes that information sent over the Internet will take, the information you provide may be transmitted temporarily via a route which takes it outside the European Economic Area (EEA) as it passes between you and the City of London. By submitting your information you consent to such transmission.

The City of London shall not transfer User data outside the EEA except where it is necessary to fulfil an order for goods or services placed by a User in a country or territory outside the EEA. The City of London will only be storing the information supplied together with details of the activities you have undertaken with the City of London and mailings that have been sent. You acknowledge that countries or territories outside the EEA do not provide the same level of data protection as the EEA. By submitting an order for goods or services with the City of London you consent to such transfer

5. Disclosure

5.1 The City of London may disclose personal information if required to do so by Law or in good faith believes it is required to do so by any order of the Courts or other competent body or agency or may do so to protect or defend the rights or property of the City of London or to protect the personal safety of the City of London's employees or the public at large.

6. Links

6.1 The City of London Website has links to other websites which will have different privacy, trading and use policies and conditions and you should familiarise yourself with the same.

7. Data protection

7.1 The City of London uses all reasonable endeavours to comply with the Data Protection Act 1998 and the following principles:

(a) Personal data should be processed fairly and lawfully This means that individuals should not be

deceived or misled into supplying information.

(b) Data should only be obtained for a specified purpose and should not be used for any other purpose.

(c) Personal data should be adequate relevant and not excessive in relation to its purpose.

(d) Personal data should be accurate and up to date where necessary.

(e) Personal data should not be kept longer than is needed for its intended purpose.

(f) Personal data should be processed in accordance with the rights of the individual which the information concerns.

(g) Appropriate measures should be taken against unlawful processing or destruction of records. Computer systems should have back up facilities and security provisions.

(h) Personal data should not be transferred outside the European Economic Area (the EU states plus Lichtenstein, Iceland and Norway).

See the City of London's "[Access to Information Page](#)" which provides Users with guidance about their rights of access to information under the Freedom of Information Act 2000 and Data Protection Act 1998.

For more information on the [Data Protection Act 1998](#), you can call (UK) 01625 545 700.

8. Cookies

8.1 A cookie is a small file which stores information that a website puts on your hard disk so that it can remember something about you at a later time. Typically, a cookie records your preferences when using a particular site.

Cookies are used throughout this Website but will only contain personal information in the sections of the Website where you need to log in, eg online payments (our navigation calls this area '[Online Services](#)'). You will require cookies to be enabled on your browser to allow you to use this section of the Website however you can delete or disable these cookies at any time after you log off from the Website.

We do not use cookies to collect personal information about you. If you **do not** wish to receive cookies then you can set your web browser to reject them. However, this will prevent you using our '[Online Services](#)'.

General Conditions of Sale

of the Website of the Mayor and Commonalty and Citizens of the City of London ("the City of London") PO Box 270 Guildhall London EC2P 2EJ. Telephone 0207 606 3030. Email web@cityoflondon.gov.uk .

The General Conditions of Sale governing any given order for goods or services from the Website will be the version which is current at the date of your order. Special Conditions will apply to individual goods or services and can be found on the appropriate web pages for transactions involving the specific goods or services. Where any conflict exists between the General Conditions of Sale and the Special Conditions, then the Special Conditions will apply provided they do not conflict with any terms and conditions in the General Conditions of Sale which are required by law.

As the General Conditions of Sale and Special Conditions are subject to change, you are advised to check the current version prior to each order to ensure that you understand the precise terms and conditions applicable to your purchase. To assist you in deciding whether the General Conditions of Sale and Special Conditions have changed since your last order, we will display the date when they

were last updated.

The City of London will provide the goods / services upon the following conditions of sale:

1. Technical Steps to Complete Contract to Purchase Goods or Services

See "[How to Place an Order](#)" for details of the steps to follow to place and amend / cancel an order.

1.1. The City of London invites you to view the goods and services as displayed on the Website.

1.2. If you wish to order goods or services you should complete the relevant details on the shopping cart screen or relevant application form and offer the stated price together with your payment card details. Your order represents an offer to purchase which is not accepted until we send you an email confirming your order "[Order Confirmation Email](#)".

1.3. To order goods or services on-line you must be registered on this Website. Go to "My Details", [Registration](#) . This will require the use of [Cookies](#).

1.4. The City of London may at its option either accept or reject your offer to purchase and pay for the goods or services online.

1.5. If the City of London rejects your offer to purchase online you will be notified and advised of an alternative method of purchase, if available.

1.6. The City of London shall not be required to disclose or explain any acceptance or rejection of offers unless otherwise set out in the Special Conditions.

1.7. All orders are subject to availability and to price correction in the event that an administrative error has resulted in an incorrect price being stated on the relevant web page. Details of current price and availability will be as set out on the appropriate web page for the goods or services you wish to order.

1.8. The City of London reserves the right to terminate or suspend the processing of an order if it is necessary for technical or legal reasons.

1.9. The City of London reserves the right to make changes to its Website and Conditions of Use and Sale at any time. However, you will be bound by the Conditions of Use and Sale in force at the time that you use the Website or order goods or services online, unless any retrospective change is required to be made by law in which case the change will apply to orders previously placed by you.

1.10. If the City of London accepts your offer to purchase goods or services you will be sent an Order Confirmation setting out details of your order and your rights of cancellation. The contract between us will be formed at the time the Order Confirmation is sent.

1.11. The contract will be concluded in English.

1.12. The details of your specific contract will not be filed by the City of London but you may download a PDF version of the terms and Conditions of Use and Sale for retention. If Special Conditions apply you will not be able to download a PDF version, but it is recommended that you print or save the relevant webpage for your records.

1.13. The City of London reserves the right to cancel an accepted order within seven days of the date of the Order Confirmation email. For example, we may have to cancel for stock supply reasons or because one or more of the goods ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers. In the event of such cancellation, the City of London shall refund all sums paid by you.

2. Price and Payment

2.1. All payments will be in £ sterling inclusive of VAT and other UK Taxes where applicable and will be required to be paid in advance of delivery / performance of the goods or services with the exception of council tax, housing, rents, Penalty Charge Notices and other miscellaneous invoices which will be paid for in the accordance with the appropriate Special Conditions.

2.2. Although we take reasonable care to ensure that the prices set out on the relevant web pages for the goods/services are correct we cannot confirm the price of the goods or services until your offer has been accepted (ie we send an Order Confirmation email).

2.3. If the City of London accepts your offer you will be transferred to an encrypted Secure Server operated by an independent Payment Service Provider where payment will be taken via your credit / debit card. The City of London will not have access to your payment details at any stage of the payment process.

3. Delivery charges

3.1. The City of London shall deliver the goods ordered to the delivery address which you supply. Where goods have been ordered from one or more departments of the City of London, they may be despatched separately. The City of London will only charge for postage and packing for the major or heaviest items which will appear on the Confirm Details Page before you place the order.

4. Despatch of Goods / Performance of Services

4.1. If the City of London accepts your offer, it will use all reasonable endeavours to prepare and despatch the goods or perform the required services within the time scales set out in the appropriate Special Conditions or if not stated within 30 days beginning the day after the day you sent your order to the City of London ("the Period for Performance"). Please note that, as different items may be supplied from different departments, despatch and delivery times may vary.

4.2. All UK deliveries will be made via an external carrier and by air mail to addresses outside the UK. The City of London cannot be held responsible for any delay caused by or resulting from the actions of the external carrier or for any other reason outside the control of the City of London ([see Clause 10](#)). Where the City of London is unable to deliver the goods, products or services for reasons beyond its control you acknowledge this and agree to permit a further reasonable time for delivery.

4.3. Subject to clause 4.4 below, where the City of London is unable to deliver the goods/ products or perform the services within the Period for Performance for stock supply or other reasons within its control the City of London will inform you and, where possible, propose a revised delivery/performance date. If you do not agree to the revised delivery / performance date the City of London will reimburse any sum paid as soon as possible and in any event within 30 days beginning with the day after the day on which the Period for Performance expired.

4.4. Where the City of London is unable to supply the goods or services ordered by you, the City of London may offer to supply you with alternative goods or services of equivalent quality and price. If you choose to accept the alternative goods or services the right to reimbursement under clause 4.3 will not apply. [However, if you choose not to accept the alternative goods the costs of returning them would be met by the City of London](#) .

5. Tracking orders

You can track progress of your order - [click here to view the current status of your orders](#). In all enquiries you should quote the transaction reference allocated to your original order. You will need your personal registration details to view the status of your order online.

6. Defective or Damaged Goods and Goods Lost in Transit

6.1. In the event that your goods do not match the description given on the Website, or are not of satisfactory quality or are not fit for the purpose at the time of sale we will provide a full refund, provided you notify us within a reasonable time, or at your request we will repair or replace the goods

as an alternative to a refund, provided the costs involved are not disproportionate. We confirm that we will comply at all times with your rights under the Sale of Goods Act 1979 as amended. [Click here for your Statutory Rights](#).

6.2. The City of London will refund reasonable delivery charges incurred in returning the incorrectly described, defective or damaged goods in question.

6.3. The City of London will replace at no extra cost any goods which are lost in transit and which the City of London is satisfied are lost provided that you notify the City of London at the contact address specified on your Order Confirmation email within 30 days of the original order being placed.

7. Cancellation of Supply of Goods Contract and Return of Goods

7.1. Subject to Clause 7.2 below you have the right to cancel an order for the supply of goods at any time from the day on which the contract is concluded (ie the Order Confirmation email is sent) until the expiry of the period of seven "[working days](#)" (beginning with the day after the day on which you receive the goods), by giving written notice of cancellation to the person specified on the Order Confirmation email. The notice of cancellation can be given in any of the following ways:

- (a) by hand delivering the notice to the address set out on the Order Confirmation email;
- (b) by sending the notice by post to the address set out on the Order Confirmation email;
- (c) by sending the notice by facsimile to the number stated on the Order Confirmation email;
- (d) by sending the notice by email to the email address stated on Order Confirmation email.

7.2. Unless the Special Conditions provide otherwise or the goods are incorrectly described or faulty, the right to cancel the contract will NOT apply in the following cases:-

- (a) if audio or video recordings or computer software are unsealed;
- (b) if goods have been made to your specification or are clearly personalised or which by reason of their nature cannot be returned
- (c) if digital items (eg digital signatures from the LMA) have been downloaded
- (d) tickets (eg tickets for Tower Bridge Experience)

7.3. If you cancel the contract once the goods have been despatched, you must return the goods to the City of London at the address stated on the Order Confirmation email at your own expense except in the case of any substitute goods offered by us but not accepted by you which will be returned at the City of London's expense or in the case of goods which are incorrectly described or found to be damaged or defective. Prior to cancellation you shall be under a duty to keep the goods and take reasonable care of them. On returning the goods you should take reasonable care to ensure that the goods are received by the City of London and are not damaged in transit.

7.4. If the City of London has to recover the goods from you on cancellation or you return them at the City of London's expense, we reserve the right to deduct direct costs and charges from any refund due to you.

7.5. Subject to any deductions made in accordance with clause 7.4 you will be entitled to a full refund provided that the goods are returned in their original condition and with their original packaging. [N8] The City of London will reimburse you as soon as relevant financial processes allow and in any event within a period not exceeding 30 days beginning with the day on which the notice of cancellation was given.

8. Cancellation of Supply of Services Contracts

8.1. Subject to Clause 8.2 below, you may cancel an order for the supply of services, at any point from the day on which the contract is concluded (ie the Order Confirmation email is sent) until the expiry of the period of seven "[working days](#)" (beginning with the day after the day on which the contract is concluded) by giving notice of cancellation to the person specified on the Order Confirmation email. Notice given in any of the forms set out in Clause 7.1 (a) to (d) above will be valid.

8.2. Unless otherwise agreed, you will not be able to cancel any contract for the supply of services by the City of London once the performance of the services has commenced with your agreement before the end of the cancellation period referred to in Clause 8.1 above.

8.3. Where the contract for the provision of services is of an unspecified duration or a duration exceeding one year the conditions for exercising any right to cancel will be as set out in the Special Conditions relating to the services.

8.4. Details of your right to cancel and explanation of how to exercise it will be set out in the Order Confirmation email.

8.5. For more information on your Statutory Rights please visit:

The Office of Fair Trading Website at:-

<http://www.oft.gov.uk/Consumer/Your+Rights+When+Shopping/your+rights+buying+goods.htm#back>

or The Department of Trade and Industry's ConsumerDirect Website at:

<http://www.consumerdirect.gov.uk/>

<http://www.oft.gov.uk/Consumer/Your+Rights+When+Shopping+From+Home/default.htm>

9. Fraud

9.1. If you discover that goods or services have been ordered using your payment card by someone not authorised to do so you should:

(i) inform your payment card provider, the Police and the City of London of the unauthorised purchase as soon as you discover it; and

(ii) co-operate with your payment card provider, the Police and the City of London in relation to the unauthorised use.

10. Liability and Events beyond the City of London's Control

10.1. Neither you nor the City of London shall be liable to the other in respect of loss damage or delay or any failure to deliver if the cause of such loss etc., shall arise from any act of government or other competent authority or any public utility or external, postal, or courier services or Internet Service Provider, flood, storm, tempest or other freak of nature, riot, civil or commotion, action of hostile foreign state (whether or not a formal declaration of war has been made given or received) fire, explosion, malicious damage, act of God or other force majeure occurrence which could not have been avoided or mitigated by the application of due diligence or foresight.

11. Jurisdiction

11.1. This Agreement is made in London England and shall be governed and construed in accordance with the Laws of England and Wales and shall be subject to the jurisdiction of the English Courts.

12. Severance

12.1. If any part of these Conditions shall be deemed unlawful, void or for any reason unenforceable then that provision shall be deemed to be severable from the Conditions and shall not affect the

validity and enforceability of any of the remaining provisions of these Conditions.

13. Variation

13.1. No variation in any of the terms of these Conditions shall be effective unless agreed in writing by the City of London's Comptroller and City Solicitor.

14. Miscellaneous

14.1. You will protect the City of London's copyright and all other intellectual property rights in the goods while they remain in your care and control.

14.2. If you sell or transfer any of the goods or services purchased you will notify any subsequent owner of the City of London's rights in the goods or services.

15. Complaints

15.1. In the unfortunate event that you wish to raise a complaint in relation to the goods and services or any other matter in connection with the Website, please write to:- The Town Clerk and Chief Executive, Complaints, The City of London Guildhall PO Box 270 Guildhall London EC2P 2EJ. Email complaints@cityoflondon.gov.uk.

Your statutory rights

Various Acts of Parliament and Regulations provide legal protection to "[consumers](#)" who purchase goods or services or a combination of goods and services.

Faulty goods

The Sale of Goods Act 1979 as amended / supplemented by other Acts and regulations gives a consumer certain rights in the event that the goods purchased do not match their description, or are not of satisfactory quality or are not fit for the purpose.

Unsatisfactory services

The Supply of Goods and Services Act 1982 as amended / supplemented by other Acts and regulations gives a consumer rights in the event that the Services are not performed with reasonable care and skill (ie are unsatisfactory) and also provides rights in respect of faulty goods provided as part of the Service.

Right to Cancel Goods or Services under the Distance Selling Regulations

Under the Distance Selling Regulations 2000, unless one of the exceptions applies, you have a cooling off period (seven working days) during which you are entitled to cancel your purchase if for any reason you decide you no longer want the goods or services you have purchased at a distance (ie without face to face contact, such as from a website). This is an additional right and does not affect your other statutory rights to reject faulty goods or unsatisfactory services (described briefly above).

[Click here for more details of Your Right to Cancel.](#)

This is only a very brief summary of some of the rights of consumers and should not be relied on as legal advice.

For more information on your Statutory Rights please visit:

[The Office of Fair Trading website](#)

or The Department of Trade and Industry's ConsumerDirect website at:

<http://www.consumerdirect.gov.uk/>

You can access useful Fact Sheets and Frequently Asked Questions from the [ConsumerDirect website](#).

If you require further advice contact your local [Citizens Advice Bureau](#) or [Trading Standards Department](#).

