

Museum of Policing in Devon and Cornwall

Terms & Conditions for users of the Museum of Policing in Devon & Cornwall (hereafter MOPIDAC) websites:

www.dcpolicingmuseum.co.uk

<https://dcpolicingmuseum-mercury.cortes.websds.net/>

<https://dcpolicingmuseum-archive.cortes.websds.net/default.aspx>

Terms of use

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You may access the Sites in several ways, including but not limited to the World Wide Web and social media via desktop, tablet and mobile devices.

By accessing or using our Sites in any way, you agree to be bound by the provisions set out below. If you do not agree to be bound in this way, do not continue to access or use our Sites. These provisions may be modified at any time. Any such modifications are effective immediately from the time they are included on our Sites. You agree to review these provisions regularly to ensure you become aware of any modifications to them.

You can contact us on:

Customer Service, general enquiries and publication distribution queries:

info@dcpolicingmuseum.co.uk

Eligibility to purchase

For eligibility to purchase services from the Sites and lawfully enter into and form contracts on this Sites under English law you must: (a) be aged 18 or older; and (b) be the holder of a valid debit/credit card.

Language

The official language of the Sites and any contract between us is United Kingdom English.

Prices

All prices indicated for products and services available via the Sites are inclusive of UK VAT (where applicable) at the current rates and are exclusive of delivery charges. The total cost of your order is the price of the products and services ordered and any delivery charges.

Product and service descriptions

MOPIDAC takes all reasonable care to ensure that details, descriptions, images and prices of products and services appearing on the Sites are correct at the time when the relevant information was entered onto the system; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colours or other content available on the Sites are accurate, complete, reliable, current, or error-free. Although we aim to keep the Sites as up to date as possible, the information including product and service descriptions appearing on the Sites at a particular time may not always reflect the product or service exactly at the moment an order is placed. MOPIDAC

Museum of Policing in Devon and Cornwall

cannot confirm the price of a product until your order is accepted in accordance with our order acceptance policy (below).

Purchases

The products and services available on the Sites and any samples of them that we may provide to you, are for personal use only. You may not sell or resell any of the products that you purchase or otherwise receive from us. We reserve the right, with or without notice, to cancel or reduce the quantity of any orders that we believe, in our sole discretion, may result in the violation of our Terms and Conditions.

A. Placing orders and acceptance of orders direct from MOPIDAC

Users will be guided through the process of placing an order for a product or service direct from MOPIDAC by a series of simple instructions on the Sites.

Note: We also use print on demand Merchandise fulfilment stores, and these are covered at B. which falls outside of the Terms and Conditions of this section.

You will be offered the opportunity to review your proposed order and confirm or correct it prior to finally placing your order. You place your order request for goods or services from our Sites by clicking on the Submit button at the end of the on-line order process. Once you have placed your order, we will send to you an email acknowledgement providing you with the details and value of your order, which has been debited to your credit/debit card. This is not an order acceptance from us.

Unless we have notified you that we do not accept your order or you have cancelled your order by contacting us prior to dispatch, our acceptance of your order and the completion of the contract between you and us will take place when we have dispatched the goods ordered by you. To cancel your order after it has been dispatched to you, you will need to follow the Returns Procedure (Direct Sales) on our website.

If you require a VAT invoice or if you require any information regarding your order(s) please contact info@dcpolicingmuseum.co.uk

We may not accept your order if an item you have ordered is out of stock, we are unable to obtain authorisation for your payment, we suspect fraudulent activity or violation of these Terms and Conditions (including our Privacy Policy) or if we identify a product or pricing error. If we are unable to fulfil your order following our order acknowledgement, we will contact you by email advising you of this.

Payment

Payment may be made by any of the methods specified in the Payment sections of the Sites. You confirm that the payment method, credit or debit card that is being used is yours or that you are otherwise authorised to use them. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses or does not, for any reason, authorise payment to us, whether in advance or subsequent to a payment, we will not be liable for any delay or non-delivery of services or products.

Title to goods and services direct

Museum of Policing in Devon and Cornwall

MOPIDAC retains the legal ownership of the goods until full payment has been made by you and such payment has been received by us. Legal ownership of the goods will immediately revert to us if we refund any such payment to you.

Risk of Loss

Risk of the goods will pass to you upon delivery to you.

Delivery (if applicable)

MOPIDAC or its agents will deliver the goods in accordance with any delivery options selected during the order process. Any delivery timescales quoted to you are indicative only. Orders may be delivered in one or more parts. We do not accept any liability whatsoever for delayed delivery caused by any third party which will include postal or delivery services.

Acceptance of goods and services

Clients will be deemed to have accepted the goods or services provided by the Sites unless you notify us that you have cancelled the order and/or you return the goods to us in accordance with the instructions. If no such action is taken, we shall not be obliged to accept any rejection of the goods or services at a later date. Your statutory rights are not affected.

Providing that you notify us of your intention to return items within 14 days of receipt, you may return re-saleable items within 28 days of receipt at your own cost for a refund of the original cost from us. If you have not received the entire order as detailed in the order confirmation email sent to you when an order is received, please contact us at

info@dcpolicingmuseum.co.uk

B. Placing orders and acceptance of orders from our Merchandising Partners

We use print on demand merchandise fulfilment partners, and they provide a platform for us to design and sell MOPIDAC merchandise e.g. T-shirts, mugs, etc., direct to the customer. Any purchase made via these platforms are subject to the terms & conditions of the specific merchandise fulfilment partner in respect of returns and refunds.

This does not affect any items or services purchased directly from MOPIDAC as covered at A.

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Subject to what is said below, material from the Sites may be downloaded, viewed, listened-to, printed, copied on the hard disk of your computer (but not photocopied) and used for: your own personal, non-commercial purposes; internal business purposes; or the non-commercial purpose of using the Site as a personal information resource in good faith ONLY.

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Restrictions

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Museum of Policing in Devon and Cornwall

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- in any way which is abusive, defamatory or obscene or which will harass, distress or inconvenience any person or which might restrict or inhibit the use and enjoyment of the Sites by any person.
- in any way which will compromise the privacy or data protection rights of any person.
- for the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials or any other form of solicitation or commercial exploitation.
- for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment.
- to create a database (electronic or otherwise) that includes material downloaded from the Sites.
- to transmit or re-circulate any material obtained from the Sites to any third party; or
- in any way that might bring the Museum of Policing in Devon & Cornwall into disrepute.

Removal of material and cancellation of access to the site

MOPIDAC retains the right to cancel memberships and/or refuse access to the Sites at any time and for any reason without giving advance notice and MOPIDAC will not be liable for any losses or damages whatsoever arising from your inability to access any of the pages on the Sites.

MOPIDAC retains the right at any time and for any reason to remove from the Sites any material posted, uploaded, emailed or otherwise transmitted without giving notice and MOPIDAC will not be liable for any losses or damages whatsoever arising from the removal of such material.

MOPIDAC retains the right (but not the obligation) to refuse or remove any content that is posted to or made available on the Sites or any social media without the need to give any reasons for doing so.

If you object to the publication of any material placed on the Sites, please contact

info@dcpolicingmuseum.co.uk

Rights clearances

The copyright, and other rights, in some of the material appearing on the Sites may belong to a third party. It is your responsibility to obtain any licenses or permissions that may be required to use such material and you agree to pay any costs or expenses incurred by MOPIDAC which arise as a result of your failure to obtain such licenses and permissions

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Museum of Policing in Devon and Cornwall

accuracy of relevant facts and take appropriate professional advice before entering into any commitment based upon them.

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Links

Some of the pages on the Sites include links to external websites. These links are included to give users the opportunity to access other pages that it is felt may be of assistance to them. We do not accept any responsibility for the information practices of a web site you are able to access through a link on our Sites. We make no representations about any other web sites which you may access through links on our Sites.

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A third-party web site accessed from a link on our Sites is independent from us and we have no control over the content and/or management of that web site. You view and rely upon the contents of any such third-party web site at your own risk. We accept no liability for the contents of and/or information on any third-party web site.

We shall have no liability for any loss or damage you may suffer if you enter into any contract as a result of viewing a third-party web site linked to our Sites.

We do not guarantee that any links to third party web sites contained on our Sites will function correctly.

You are not entitled to create a link to any part of our Sites without our prior written consent.

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Museum of Policing in Devon and Cornwall

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Confidential information

The Internet is not a secure medium and privacy cannot be assured. MOPIDAC cannot accept any responsibility for any harm or damage you may experience or incur by sending personal or confidential information to us over the Internet, or if we send you information at your request.

If you choose to give us personal information via the Internet, we may need to correspond with you, for example, to let you know how we will use such information. If you inform us that you do not wish to have this information used as a basis for further contact with you then we will respect your wishes. Please see our **Privacy Policy** for further details.

Encryption

Please note that any e-mail sent to or from us via the Sites and any attachments will not be encrypted. They may therefore be liable to be compromised. This is an inherent risk in relation to e-mail.

MOPIDAC does not, to the extent permitted by law, accept any liability (whether in contract, negligence or otherwise) for any external compromise of security and/or confidentiality in relation to transmissions sent by e-mail.

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MOPIDAC will use reasonable endeavours to prevent contamination of any material sent to you with any virus or similar destructive code.

Whilst effort has been taken to ensure that the pages of the Sites are free from viruses, MOPIDAC gives no warranties that they are indeed free from viruses. Users are responsible for ensuring that they have installed adequate virus checking software.

MOPIDAC excludes, in so far as it is legally possible, all liability and responsibility for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment or other material transmitted with or as part of:

- (a) the pages on the Sites or any other Internet sites; or
- (b) material downloaded from the Sites or any other Internet sites.

It is the users' responsibility to scan items which are chosen to download from our Sites to ensure that it is free of such items as viruses, worms, trojan horses and other similar destructive code.

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Museum of Policing in Devon and Cornwall

Infringement of our copyright in this Sites or the materials associated with these Sites may lead to criminal and/or civil sanctions in the UK, USA and other countries.

If you believe that any content of our Sites in any way infringes intellectual property rights belonging to you or any third party, please contact us immediately info@dcpolicingmuseum.co.uk

Severability

If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable, it shall be severed and deleted from the terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

General disclaimers

Neither MOPIDAC nor any of our affiliates, employees or other representatives will be liable for losses arising out of or in connection with the use of these Sites.

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Jurisdiction

The Sites have been created with UK users in mind and therefore its content may not be appropriate or lawful outside of the UK. Users from outside the UK should verify for themselves whether or not it is appropriate for them to access the Sites.

The terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from matters relating to the Sites shall be exclusively subject to the jurisdiction of the courts of England and Wales.

MOPIDAC

Museum of Policing of Devon and Cornwall (MOPIDAC) is a company limited by guarantee and without a share capital registered in England, Company Number: 10102042. MOPIDAC is also a charity registered in England and Wales No: 1168731. MOPIDAC's registered office is Okehampton Police Station, Exeter Road, Okehampton, Devon. EX20 1NN UNITED KINGDOM.