



## **Website - Terms and Conditions**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Broadway Pet Stores relationship with you in relation to this website.

The term Broadway Pet Stores refers 'we' to the owner of the website whose registered office is 6-8 Muswell Hill Broadway, London, N10 3RT.

Our company registration numbers is 231856171 and are registered in England. The term 'you' refers to the user or viewer of our website.

By accessing and using this site you agree to these terms and conditions.

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## **Outline of Terms and conditions**

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 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.

- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks 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.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without Broadway Pet Stores prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

## **Privacy policy**

This privacy policy sets out how Broadway Pet Stores uses and protects any information that you give Broadway Pet Stores when you use this website.

Broadway Pet Stores is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Broadway Pet Stores may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 1 March 2012.

## **What we collect**

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

## **What we do with the information we gather**

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

## **Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

## **How we use cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## **Links to other websites**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

## **Controlling your personal information**

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [broadwaypetstores@gmail.com](mailto:broadwaypetstores@gmail.com)

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to us 6-8 Muswell Hill Broadway, London, N10 3RT.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

### **Website disclaimer**

The information contained in this website is for general information purposes only. The information is provided by Broadway Pet Stores and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of Broadway Pet Stores. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Broadway Pet Stores takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

### **Copyright notice**

This website and its content is copyright of Broadway Pet Stores© Broadway Pet Stores 2012. All rights reserved.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

- you may print or download to a local hard disk extracts for your personal and non-commercial use only
- you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

## **Business email disclaimer**

This email and any attachments to it may be confidential and are intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and do not necessarily represent those of Broadway Pet Stores.

If you are not the intended recipient of this email, you must neither take any action based upon its contents, nor copy or show it to anyone.

Please contact the sender if you believe you have received this email in error.

## **Acceptable internet use policy**

Use of the internet by employees of Broadway Pet Stores is permitted and encouraged where such use supports the goals and objectives of the business.

However, Broadway Pet Stores has a policy for the use of the internet whereby employees must ensure that they:

- comply with current legislation
- use the internet in an acceptable way
- do not create unnecessary business risk to the company by their misuse of the internet

## **Unacceptable behaviour**

In particular the following is deemed unacceptable use or behaviour by employees:

- visiting internet sites that contain obscene, hateful, pornographic or otherwise illegal material
- using the computer to perpetrate any form of fraud, or software, film or music piracy
- using the internet to send offensive or harassing material to other users
- downloading commercial software or any copyrighted materials belonging to third parties, unless this download is covered or permitted under a commercial agreement or other such licence
- hacking into unauthorised areas
- publishing defamatory and/or knowingly false material about Broadway Pet Stores, your colleagues and/or our customers on social networking sites, 'blogs' (online journals), 'wikis' and any online publishing format
- undertaking deliberate activities that waste staff effort or networked resources
- introducing any form of malicious software into the corporate network

## **Company-owned information held on third-party websites**

If you produce, collect and/or process business-related information in the course of your work, the information remains the property of Broadway Pet Stores. This includes such information stored on third-party websites such as webmail service providers and social networking sites, such as Facebook and LinkedIn.

## **Monitoring**

Broadway Pet Stores accepts that the use of the internet is a valuable business tool. However, misuse of this facility can have a negative impact upon employee productivity and the reputation of the business.

In addition, all of the company's internet-related resources are provided for business purposes. Therefore, the company maintains the right to monitor the volume of internet and network traffic, together with the internet sites visited. The specific content of any transactions will not be monitored unless there is a suspicion of improper use.

## **Sanctions**

Where it is believed that an employee has failed to comply with this policy, they will face the company's disciplinary procedure. If the employee is found to have breached the policy, they will face a disciplinary penalty ranging from a verbal warning to dismissal. The actual penalty applied will depend on factors such as the seriousness of the breach and the employee's disciplinary record. [These procedures will be specific to your business. They should reflect your normal operational and disciplinary processes. You should establish them from the outset and include them in your acceptable use policy.]

## **Agreement**

All company employees, contractors or temporary staff who have been granted the right to use the company's internet access are required to sign this agreement confirming their understanding and acceptance of this policy.

## **Acceptable email use policy**

Use of email by employees of Broadway Pet Stores is permitted and encouraged where such use supports the goals and objectives of the business.

However, Broadway Pet Stores has a policy for the use of email whereby the employee must ensure that they:

- comply with current legislation
- use email in an acceptable way
- do not create unnecessary business risk to the company by their misuse of the internet

## **Unacceptable behaviour**

- use of company communications systems to set up personal businesses or send chain letters
- forwarding of company confidential messages to external locations
- distributing, disseminating or storing images, text or materials that might be considered indecent, pornographic, obscene or illegal
- distributing, disseminating or storing images, text or materials that might be considered discriminatory, offensive or abusive, in that the context is a personal attack, sexist or racist, or might be considered as harassment
- accessing copyrighted information in a way that violates the copyright

- breaking into the company's or another organisation's system or unauthorised use of a password/mailbox
- broadcasting unsolicited personal views on social, political, religious or other non-business related matters
- transmitting unsolicited commercial or advertising material
- undertaking deliberate activities that waste staff effort or networked resources
- introducing any form of computer virus or malware into the corporate network

## **Monitoring**

Broadway Pet Stores accepts that the use of email is a valuable business tool. However, misuse of this facility can have a negative impact upon employee productivity and the reputation of the business.

In addition, all of the company's email resources are provided for business purposes. Therefore, the company maintains the right to examine any systems and inspect any data recorded in those systems.

In order to ensure compliance with this policy, the company also reserves the right to use monitoring software in order to check upon the use and content of emails. Such monitoring is for legitimate purposes only and will be undertaken in accordance with a procedure agreed with employees.

## **Sanctions**

Where it is believed that an employee has failed to comply with this policy, they will face the company's disciplinary procedure. If the employee is found to have breached the policy, they will face a disciplinary penalty ranging from a verbal warning to dismissal. The actual penalty applied will depend on factors such as the seriousness of the breach and the employee's disciplinary record. [These procedures will be specific to your business. They should reflect your normal operational and disciplinary processes. You should establish them from the outset and include them in your acceptable use policy.]

## **Agreement**

All company employees, contractors or temporary staff who have been granted the right to use the company's email services are required to sign this agreement confirming their understanding and acceptance of this policy.