

Terms & conditions

IMPORTANT LEGAL NOTICE

This legal notice applies to the entire contents of the BISSELL website under the www.bissell.eu domain ("website" or "BISSELL website") and to any correspondence by email between BISSELL and you. Please read these terms carefully before using the BISSELL website. Using the BISSELL website indicates that you accept these terms. If you do not accept these terms, please do not use the BISSELL website. This notice is issued by BISSELL International Trading Company B.V. ("BISSELL").

Introduction

1. By browsing and/or using the BISSELL website, you agree to the following terms in their entirety. If you do not accept this legal notice in full, you must leave the BISSELL website immediately.
2. 'BISSELL' and any other BISSELL product or service name referred to on the BISSELL website are trademarks of BISSELL Limited.
3. BISSELL, its affiliates, independent content providers and third parties provide content (information, communications, images and/or sounds contained on or available through the BISSELL website). The contents of the BISSELL website are copyright ©BISSELL International Trading Company B.V. or its affiliates, independent content providers or third parties. All rights reserved. The contents of the BISSELL website cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without the prior written permission from BISSELL. You agree that the material and content contained within or provided by the BISSELL website is for your own personal use and may not be used for commercial purposes or distributed commercially.
4. You will be required to register your details with BISSELL in order to access the BISSELL website.
5. In certain cases BISSELL may not be able to provide the goods, or carry out some of its other duties under contract, because of something that is beyond BISSELL's reasonable control. This could include war, act of terrorism, widespread goods, fuel or power shortages, fire, flood, severe weather, other natural disasters, equipment failure or an accident that is not BISSELL's fault. If this happens then BISSELL will not be responsible for so long as the effects of the event continue for any failure to provide the goods. BISSELL will continue to try to provide the goods as soon as possible despite such events.

6. You may have other rights granted to you by law in addition to those set out in these terms and conditions, which BISSELL may not exclude. These terms and conditions do not affect those other rights granted by law. If you wish to obtain further information about your rights, you should speak to your local Citizen's Advice Bureau or Trading Standards Office.

7. BISSELL may revise this legal notice at any time by updating this posting. You are advised to check the BISSELL website from time to time to review the current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the BISSELL website.

8. The Terms & Conditions of Sale displayed when you make your purchase will also govern all orders and purchases made on the BISSELL website.

9. You must be over eighteen years of age to make an order or purchase through the website.

These terms and conditions do not affect your statutory rights.

Service Access

10. While BISSELL will use its reasonable endeavours to maintain the BISSELL website in a fully operating condition, it will not be liable if for any reason the BISSELL website is unavailable at any time or for any period. BISSELL is not responsible for the results of any defects that exist in the BISSELL website.

11. BISSELL will not be liable for any loss, liability, damage or expense of whatever kind arising, whether wholly or partly and whether directly or indirectly, in consequence of the use of, or any reliance placed upon, such information by the visitor or other person.

12. BISSELL accepts no liability for any inaccuracies or omissions in the BISSELL website or for any other information obtained directly or indirectly from the BISSELL website.

13. While BISSELL endeavours to ensure that the information on the BISSELL website is correct, it does not warrant the accuracy and completeness of the material on the BISSELL website.

14. BISSELL may suspend or vary the whole or any part of the service offered on the BISSELL website for any reason, at any time at our sole discretion.

15. BISSELL reserves the right to make changes and corrections to the BISSELL website at any time without notice.

16. BISSELL will not be liable for any telephone or other costs that may be incurred in connecting to the BISSELL website.

17. If your computer does not support relevant technology including but not limited to encryption, you may not be able to use certain services or access certain information on the BISSELL website.

License

18. You are permitted to print and download extracts from the BISSELL website for your own use on the following basis:

- no part of the BISSELL website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without written permission from BISSELL;
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20. You may not mirror any material contained on the BISSELL website on any other server without the prior written consent of BISSELL. Any unauthorised use of the contents of the BISSELL website either under this clause or clause 11 above may be in breach of copyright laws, trademark laws or laws of England and Wales.

Links to Other Websites

21. The service is accessed via the World Wide Web that is independent of the BISSELL website and BISSELL. Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. BISSELL has no responsibility for any information or service obtained by you on the World Wide Web.

22. Any links to third party websites on the BISSELL website are provided solely for your convenience. If you use these links, you leave the BISSELL website.

Links from Other Websites

23. If you would like to link to the BISSELL website, you may only do so on the basis that you link to, but do not replicate, the home page of the BISSELL website, and subject to the following conditions:

- you do not remove, distort or otherwise alter the size or appearance of the BISSELL logo;
- you do not create a frame or any other browser or border environment around the BISSELL website;
- you do not in any way imply that BISSELL is endorsing any products or services other than its own;
- you do not misrepresent your relationship with BISSELL nor present any other false information;
- you do not otherwise use any trademarks displayed on the BISSELL website without express written permission from BISSELL;
- you do not link from a website that is not owned by you; and
- your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

24. BISSELL expressly reserves the right to revoke the right granted in paragraph 23.

25. You shall fully compensate any loss or damage suffered by BISSELL or any of its affiliates for breach of paragraph 23.

Visitor Material and Conduct

26. You agree not to cause, nor knowingly allow others to cause, any nuisance, hindrance or inconvenience, whether to BISSELL or any of its customers or users of the BISSELL website by any means. You agree not to use the BISSELL website to disseminate any material for which you have not obtained all necessary licences and/or approvals or which is technically harmful. You also agree not to disseminate any material that is defamatory, offensive or obscene or menacing in character, which may in BISSELL's judgement cause nuisance, annoyance, inconvenience to BISSELL or others, or which is illegal. You will not use the BISSELL website such that you would cause the whole or part of the BISSELL website to be interrupted, damaged, rendered less efficient or impaired in any way.

27. You will compensate BISSELL for all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgement by a court of competent jurisdiction and all settlements sums paid by BISSELL as a result of any settlement agreed by BISSELL arising out or in connection any breach by you of paragraph 26 including without any claim by any third party.

28. Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to the BISSELL website will be considered non-confidential and non-proprietary. BISSELL will have no obligations with respect to such material. BISSELL and its designees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

29. A few areas of the BISSELL website may ask you to provide personal information that will enable BISSELL to use the information you provide to keep you informed of BISSELL's latest products and services after your visit to the BISSELL website . The personal information will be used in accordance with BISSELL's online Privacy Policy (www.bissell.eu/privacy-policy).be bound by the revised Terms. If you have any questions, you can email us about this at privacy@bissell.com.

30. BISSELL will fully co-operate with any law enforcement authorities or court order requesting or directing BISSELL to disclose the identity or locate anyone in breach of paragraphs.

Limitation of Liability

31. BISSELL shall be liable for the death or personal injury arising from its negligence, or if BISSELL has deliberately lied to you where that lie caused you to enter into a contract with BISSELL.

32. YOUR ATTENTION IS PARTICULARLY DRAWN TO SECTIONS 32a, 32b AND 32c.

a. BISSELL shall not be liable for any loss (except for those set out in clause 31 above) which were not reasonably foreseeable at the time of entering into a contract with BISSELL (whether or not caused by BISSELL's negligence).

b. For the liability not covered by 31 above, BISSELL will not be responsible for any loss that could not have been expected to occur in advance of the loss of occurring, or any loss of any opportunity by you (including an opportunity for you or someone else to make, save or use money).

c. For all BISSELL's liability not covered by 31 above, you accept that BISSELL's maximum financial responsibility to you will be the price of the goods even if the actual loss you suffer is more than that.

d. The price of the goods has been calculated on the basis that BISSELL will exclude or limit its liability as set out in the contract. If you want BISSELL to take on more liability then please let us know and BISSELL will let you have a revised price.

Disclaimer

33. The material on the BISSELL website is provided 'as is', without any condition, warranty or other terms of any kind. Accordingly, to the maximum extent permitted by law, BISSELL provides you with the BISSELL website on the basis that BISSELL excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) that but for this legal notice might have effect in relation to the BISSELL website.

34. BISSELL reserve the right to vary the terms of this contract from time to time, such variations becoming effective immediately upon posting of the varied Legal Statement on the BISSELL website. By continuing to use the BISSELL website, you will be deemed to accept such variation.

Liability

35. To the fullest extent permitted by law you agree, BISSELL shall not be liable to you or a third party for any indirect, special, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise in connection with the BISSELL website in any way or in connection with the use, inability to use or the results of use of the BISSELL website, any websites linked to the BISSELL website or the material on such websites.

Applicable Law

36. These terms and conditions of sale and the supply of the goods will be subject to English law, and the English courts will have exclusive jurisdiction in respect of any dispute arising from the contract.

37. The following information is required by the Electronic Commerce (EC Directive) Regulations 2002. The BISSELL website is owned and is provided by BISSELL International Trading Company B.V.(Registered in the Netherlands. Registration Number 53752139) trading address Ground Floor, 226 Berwick Avenue, Slough, Berkshire, SL1 4QT. VAT registration number GB 542 4975 27.