

## **Terms & Conditions**

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### **[www.cwmagic.co.uk](http://www.cwmagic.co.uk)**

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The Site is owned and operated by CW Magician Inglewood house 5 the Ridgeway Cuffley You can send your questions about this Legal Notice to [chris@cwmagic.co.uk](mailto:chris@cwmagic.co.uk)

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You may not frame any page of the Site (i.e. reproduce any page of the Site (including the home page) framed within another website).

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any claim by any third party that your use of the Site infringes that third party's copyright or other intellectual property rights of whatever nature;

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### **No Warranties**

The Site is provided by CW Magician without any warranties. CW Magician disclaims all warranties, conditions or duties of every nature, including (without limitation) any implied warranties of satisfactory quality or fitness for a particular purpose, any express or statutory warranties and any warranties or duties regarding accuracy, timeliness, completeness or performance.

CW Magician makes no warranty that the Site is free from infection by viruses, Trojan horses or worms or anything else that has contaminating or destructive properties.

### **Liability**

You agree that the only liability of CW Magician to you arising out of your use of the Site is for death or personal injury caused by the negligence CW Magician or for fraudulent misstatement made to you by CW Magician.

You agree that (to the fullest extent allowed by law) CW Magician will not be liable to you and/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Site.

The Site may contain materials posted by other users. Users are responsible for ensuring they comply with this Legal Notice. CW Magician will not be responsible to you for any breach of this Legal Notice by another user.

### **Restrictions**

You may not use the Site to:

disseminate any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;

transmit material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;

gain unauthorized access to any computer system;

interfere with any other person's use or enjoyment of the Site;

breach any laws relating to the use of public telecommunications networks;

interfere or disrupt networks or websites connected to the Site;

make, transmit or store electronic copies of materials protected by copyright without the permission of the owner.

**Privacy**

Any personal information you provide to CW Magician through the Site will be used in accordance with the CW Magician Magic Privacy Policy.

The CW Magician Privacy Policy does not apply to any third party websites accessible via hyperlinks from the Site.

**General**

There are risks in using any information, software or products on the Internet and you should make sure that you completely understand the risks before relying on any information or purchasing any items on the Internet. It is your responsibility to verify information before relying on it and you must bear the risks associated with using the Internet.

CW Magician may update this Legal Notice at any time and your continued use of the Site after any update indicates your agreement to the updated Legal Notice. This Legal Notice was last updated on the date appearing at the bottom of the page.

You may not assign, sub-licence or otherwise transfer any of your rights under this Legal Notice.

English law governs this Legal Notice and only the English courts will decide disputes.

For the exclusive benefit of CW Magician, CW Magician retains the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or your principal place of business.

If any court of competent jurisdiction finds any provision of this Legal Notice invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall remain in effect.

Failure by CW Magician to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy.

A person who is not a party to this Legal Notice shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of the terms and conditions set out in this Legal Notice. This shall not affect any right or remedy of a third party which exists or is available apart from that Act.

CW Magician shall not be responsible for any breach of this Legal Notice caused by circumstances beyond its control.

The headings in this Legal Notice are for convenience only and shall have no legal meaning or effect.