

Purchasing Products Online with emapsite

1 Terms

1.1 Please read these terms carefully before you make any purchases from our website: www.emapsite.com ("Website"). By ordering any of our products ("Product") and clicking the tick box, you agree to be bound by these terms.

1.2 These terms apply to all products ("Products") purchased by customers ("you" and/or "your") from the Website for their personal and non-commercial use or, in the case of business customers, for internal business use.

1.3 We may change these terms from time to time, provided that any such changes will not affect any orders you have placed before the change is implemented. The terms currently in effect are those published on the Website.

2 Orders

2.1 The Website is owned and operated by emapsite.com, whose principal place of business is at MASDAR House, 1 Reading Road, Eversley RG27 0RP ("we" or "us"). All of the Products are offered by us and we are the contracting party for any order that you place.

2.2 By placing an order for the purchase of the Product using the process as set out on the Website ("Order"), you hereby warrant that:

(a) you are legally capable of entering into binding contracts;

(b) you are at least 18 years old; and

(c) you are not in breach of any applicable laws and regulations by placing an Order and entering into a contract with us.

2.3 If you require more information on how to place an Order with us, please email or telephone using the details on the "Contact Us" page on our website. You will have an opportunity to check, amend the details of and correct any input errors in your Order up until the point at which you submit your Order to us by clicking on the "Confirm purchase" button on the "Payment Options" page.

2.4 All Orders are subject to the availability of products and acceptance by us.

Acceptance and Formation of Contract

2.5 Once your order is processed, we will send you an email to the email address provided by you in your Order, confirming that your order is available to download ("Order Confirmation"). This will form a legally binding contract ("Contract"). The Contract relates only to those Product(s) whose dispatch we have confirmed in the Order Confirmation email. We may choose not to accept your Order for any reason and will not be liable to you or to anyone else in those circumstances. In the event we do not accept your Order, we shall notify you of such non-acceptance and any charges incurred by you in respect of the Order shall be refunded to you as soon as possible and in any event not less than thirty (30) days from the date of our notification to you in respect thereof.

2.6 Product Availability: Whilst we endeavour to maintain the availability of our Products at all times, a Product ordered by you may occasionally be unavailable for purchase for a variety of reasons. If the Product unavailable, we will notify you of its non-availability on receipt of your Order. You have the option of either waiting until the Product is available in which case you will be notified once there is availability of stock, or cancelling your Order altogether.

3 Prices and Promotions

3.1 All prices and charges on the Website are shown in UK pounds sterling. They include any VAT payable but exclude offline delivery charges, if applicable (see Section 4: Delivery and Charges). If delivery of the Product is to an address outside the United Kingdom, we shall not be responsible for any taxes including but not limited to importation taxes, sales taxes and/or additional charges that may be levied at the delivery destination.

3.2 On occasion we may offer price reductions and promotions on the Website and/or offline promotional codes for use in conjunction with Website ordering. Price reductions and any related promotional codes that are issued offline for use in conjunction with the Website are only valid for the period specified and may be subject to additional terms.

3.3 We reserve the right to adjust prices, offers, goods and specifications of Products on the Website at our discretion at any time insofar as such changes are before acceptance by us of your Order.

3.4 Whilst all prices for Products ordered are verified as part of our dispatch procedure, we may from time to time inadvertently provide you with the incorrect price due to the large number of Products offered on our Website. If the correct price for the Product is less than the price initially set out on the Website, we shall charge you the lower price; if the correct price for the Product is higher than the price initially set out on the Website, we shall notify you of the new price in which case you shall (i) have the right to affirm your Contract with us and we shall charge you the new price for your Order; or (ii) cancel your Order and be entitled to a full refund by us. We shall not be liable to you in respect of performing any of our obligations herein if you choose to cancel your Order with us.

4 Delivery and Charges

4.1 We aim to deliver your Order to you as soon as it has been accepted by us.

4.2 If we are unable to provide you with the Product within thirty (30) days of your Order for any reason other than the Product is unavailable, you shall be entitled to cancel your Contract in accordance with Section 6.

4.4 Most of our products made available to download online. Occasionally products will be delivered by the Royal Mail or by courier services. Deliveries within the United Kingdom usually take six (6) working day from the dispatch. Deliveries to addresses outside the UK usually take approximately ten (10) working days but we can offer no guarantee in this regard. For your information, we regret that we are unable to supply courier-delivered Products other than to addresses within the United Kingdom (excluding the Channel Islands). All deliveries are made to the address in your Order. Courier deliveries must be signed for and are made Monday to Friday (excluding bank and public holidays), normally between the hours of 8 am and 5 pm. The precise timing of a delivery cannot be specified.

4.5 You will become the licensee of the Products when they are delivered to you, provided we have received payment in full. Once the Products have been delivered to you, they will be your responsibility and, except in relation to Products that are damaged, defective or incorrectly delivered, we will not be liable for damage, loss or destruction after they have been delivered.

4.6 The right of you the user to use the Products in accordance with the associated licence is conditional upon payment of the charges. The products remain those of the licensor until such charges have been paid.

5 Payment

5.1 Payment can be made by most major credit or debit cards by completing the relevant details on the checkout page. Payment will be debited from your account once we have processed your Order. If your order is not accepted for any reason, any sum debited by us from your account will be credited back to your account, in full, as soon as possible.

5.2 You warrant and confirm that you have the right to use and/or that you are the holder of the relevant means of payment. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your Order. If we have not accepted your Order due to a refusal by your card issuer to authorise the payment, you shall be informed that payment for the Products has not been taken from your account.

5.3 We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your Order.

5.4 If you are an emapsite account holder, charges will be applied to your account once you have received your Order Confirmation.

6 Cancelling an Order and Product Returns

Cancellation by us:

General

6.1 If we cancel your Order for any reason, any sum debited by us from your credit/debit card account will be credited back to your account, in full, as soon as possible or in any event, no later than thirty (30) days from the date of cancellation of the Order.

Cancellation by you:

6.2 Except in relation to the Products set out in Clause 6.3 below, once you have placed an Order with us, you may cancel your Order **(a)** at any time prior to the Order Confirmation email confirming availability of the product to download by you; **(b)** prior to downloading the Products; or **(c)** within seven (7) days of the day after you have received Confirmation email the Products, assuming the Products are not damaged, defective, incorrectly or non-delivered Products. If you cancel your Order in accordance with this Section 6.2, we shall refund you the monies paid by you as set out below. You do not need to give us any reasons for cancelling your Order, but a brief explanation will help us to improve the service and Products we offer to you in the future.

6.3 You will not be able to cancel your Order if the Products ordered by you are customised or made to your personal specifications. Such Order may not be cancelled and the Products may not be returned unless damaged, defective or incorrectly delivered (see Section 7: Damaged, Defective, Incorrectly or non-delivered products).

Cancellations before you have received the Products:

6.4 To cancel your Order before you have received the Products, you should notify us by contacting our Customer Service Team (see Section 21: Contact us), giving us your full name, address and order reference number.

6.5 Once you have notified us that you are cancelling your Order, any sum debited by us from your credit or debit card account or any cheques cashed by us (including the delivery charges for your Order) will be credited back to your account, in full, as soon as possible or in any event no later than thirty (30) days from the date of your notification. Alternatively, you may ask us to substitute a Product instead of providing you with a refund but we can only do that if the Product you wish to substitute is of equivalent value to the Order you are cancelling, and further we are not obliged to provide you with a substitute Product for any reason. If we elect to provide you with a substitute Product we shall be deemed to have performed our obligations under the Contract in respect of said initial and substitute Product.

Cancellations after you have received the Products:

6.6 This policy in relation to cancellations after you have received the Products does not apply to Products which are defective or incorrectly delivered (see Section 7: Damaged, Defective, Incorrectly or Non-delivered Products)

6.7 To cancel your Order after you have received the Products, you must, within seven (7) days of the receipt by you of the Product, notify us by contacting our Customer Service Centre (see Section 21: Contact us), giving us your full name, address and order reference number. If you are contacting us in writing, by fax or by email, you are required to provide us with a contact telephone number at which we may return your call to advise you of the cancellation process. If you fail to comply with this notification process, we are deemed not to have been notified of your intention to cancel the Contract.

6.8 When cancelling an Order for Products after they have been downloaded you must provide us with a written statement confirming that all copies of the Products have been deleted from all your systems, that no use of any kind whatsoever, be it for internal business use, sales and promotion, preparing reports, deriving other data sets or other activity, has been made of the Products. Failure to do so will render any cancellation null and void.

6.9 Where you cancel an Order relating to Products which have been purchased using a promotional offer, we will refund the purchase price less the value of any promotional offer amount and applicable charges.

7 Damaged, Defective, Incorrectly or non-delivered Products

7.1 If the Products we deliver are not what you ordered or are defective, you should notify us of the defect within ten (10) working days of the receipt of the Products in question by contacting our Customer Services team (see section Contact us), giving us your full name, address and order reference number and, if you are contacting us in writing, by fax or by email, a contact telephone number at which we may call you back with any queries.

7.2 If you do not receive Products ordered by you within thirty (30) days of the date of your Order, you must notify us by contacting our Customer Service Centre (see Section 21: Contact us), giving us your full name, address and order reference number.

7.3 Nothing in this policy on defective, incorrectly or non-delivered Products affect your statutory rights.

8 Personal information

When you place an order, we collect personal information as part of the online customer registration process, including your name, address, contact details and payment card details. This information will be held by Ordnance Survey, or by our authorised agents, and used to process and fulfil your Order and to corroborate your identity. The personal information you have provided will be held so that you will not need to re-enter these details next time you place an Order, but can re-call them by entering the username and password which you will be prompted to create when you first register as a customer. When you place an order using a credit or debit card, we will carry out validation and security checks to protect against fraudulent transactions.

9 Security

9.1 We understand that you may have concerns about security on the internet. Our Website uses a secure server that implements secure sockets layer (SSL) technology in our online ordering process to protect your payment card information.

9.2 Once you have completed the selection of Products you wish to purchase you may proceed to place an Order. As soon as you click 'checkout', your browser will go into secure mode. Data relating to your order and your personal and payment card details will all pass to our server in an encrypted format. As soon as you have finished ordering you will exit secure mode. As an additional protection for you, our system is designed so that you cannot place an Order until you are safely within secure mode.

9.3 We recommend that you do not communicate your payment card details to anyone, including us, by email. We cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss will not be borne either wholly or partly by us, and will be entirely your responsibility.

9.4 If you have any additional queries about security, please email us at support@emapsite.com

10 Orders for delivery outside the United Kingdom

10.1 If you choose to access the Website from outside the United Kingdom, you are responsible for complying with all applicable local laws. We do not represent or warrant that any Product made available for purchase on the Website is appropriate for use or available in locations outside of the United Kingdom, or that the Product and/or the delivery thereof complies with any legal or regulatory requirements of such other locations.

10.2 If you order Products for delivery outside the United Kingdom, you may be subject to import duties and taxes which are levied upon the delivery to the specified address. You will be responsible for payment of any such import duties and taxes. We have no control over such charges and cannot advise you as to what they may be.

Consequently, we recommend that you contact your local customs office for further information prior to placing any Order with us. For deliveries outside the United Kingdom, you will be regarded as the importer and it is your responsibility to comply with all applicable laws and regulations of the country to which the Products are to be delivered. We will not be liable for any breach by you of any such laws arising out of your purchase and/or our delivery of the Products to you.

11 Liability

11.1 Our liability for losses you suffer as a result of us breaching the Contract is strictly limited to the purchase price of the Products and any losses which are a foreseeable consequence of us breaching these terms. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

11.2 This does not include or limit in any way our liability:

(a) For death or personal injury caused by our negligence;

(b) Under section 2(3) of the Consumer Protection Act 1987;

(c) For fraud or fraudulent misrepresentation; or

(d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.3 We are not responsible for indirect losses which occur as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:

(a) loss of income or revenue

(b) loss of business

(c) loss of profits or contracts

(d) loss of anticipated savings

(e) loss of data, or

(f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise; provided that this Section 11 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of Sections 11.1 or 11.2 or any other claims for direct financial loss that are not excluded by any of the categories inclusive of this Section 11.3.

12 Copyright and Trade Marks

12.1 Nothing in these terms transfers to you any intellectual property rights in the Products. The maps we supply are protected by copyright and/or Crown Copyright and any unauthorised reproduction is strictly forbidden.

12.2 All material on the Website is owned by us or our licensors and is protected by copyright, database right, trade marks and/or other proprietary rights.

12.3 Permission is granted to electronically copy and to print in hard copy portions of the Website for the purpose of placing and keeping a record of an Order with us.

12.4 All other use of materials on the Website must be in accordance with our Website Terms and Conditions available at: http://www.emapsite.com/corporate/About_Us-Ethos_Values/Terms_and_Conditions.aspx

13 Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all Contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This term does not affect your statutory rights.

14 Notices

All notices given by you to us must be given to emapsite.com via email at sales@emapsite.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in Section 13 above. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an e-mail is sent, or two working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

15 Transfer of rights and obligations

15.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract to a third party, or any of our rights or obligations arising thereunder, at any time during the term of the Contract.

16 Entire Agreement

We shall rely upon these terms and any document expressly referred to herein in relation to the subject matter of any Contract, which shall comprise the full and final agreement between you and us. Therefore, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

17 Severability

If any of these terms (or a part thereof) are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term (or part thereof) will to that extent be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.

18 Events beyond our control

In the absence of our fault or negligence, we will have no liability to you for any failure to deliver Products you have ordered or any delay in doing so or for any damage or defect to Products delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

19 Invalidity

If any part of these terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these terms will not be affected.

20 Law

20.1 Subject to clause 21.2, these terms shall be governed by and interpreted in accordance with English law. Any disputes or claims arising shall be subject to the non-exclusive of the courts of England and Wales.

20.2 If you live outside the United Kingdom, English law shall apply only to the extent that English law shall not deprive you of any legal protection accorded in accordance with the law of the place where you are habitually resident ("Local Law"). In the event English Law deprives you of any legal protection which is accorded to you under Local Law, then these terms shall be governed by Local Law and any dispute or claim arising out of or in connection with these terms shall be subject to the non-exclusive jurisdiction of the courts where you are habitually resident.

21 Contact us

If you need to contact our Customer Service team for any reason, or wish to pass on any comments, questions or complaints, you may do so by telephoning us on 0118 973 6883, by emailing us at sales@emapsite.com or by writing to us at the following address:

emapsite
MASDAR House
1 Reading Road
Eversley
Hants
RG27 0RP