

Terms of Use

INTRODUCTION

These Terms and Conditions set out how you (the User) can use this Site.

Please read them carefully.

The Penny Grace Knitwear Privacy Statement is set out in a separate page and confirms how we use data relating to you and it forms part of these Terms.

Separate legal terms apply to purchases made via this Site.

These terms may change from time and the terms in force will be displayed on this page.

ABOUT US AND HOW TO CONTACT US

Penny Grace Knitwear is founded by Helen Deely and operates from 8 Edinburgh Road, Ealing, London, W7 3JY

You can contact us in writing via pennygraceknitwear@gmail.com or by post at the above address.

SITE USE

By visiting pennygraceknitwear.co.uk you are consenting to our Terms and Conditions as set out below. Should you not wish to accept the Terms and Conditions of this Site in full you should cease using this Site immediately.

This website, pennygraceknitwear.co.uk, will be referred to as the "Site". All visitors to the site will be referred to as "user" "you" or "your". As a user, you will be bound by these Terms of Use which may also be referred to from time to time as "Terms and Conditions" or "Terms". The terms "we" "us" and "our" refer to Penny Grace Knitwear. Accessing and using the Site constitutes acceptance of the Terms of Use.

By using this Site you agree to the Terms and Conditions without modification. We reserve the right to amend the Terms of this Site and on doing so we will update these Terms and Conditions.

This Site is intended for use by persons who are a minimum of 18 years old.

You must not copy, share or disseminate the information on this Site which is subject to copyright for which all rights are reserved.

This Site is directed to people residing in the United Kingdom. We do not represent that the content will be available or appropriate in other locations. This Site is written in English and we do not take responsibility for any translations which are applied to this Site.

In using this Site you may encounter comments and/or content supplied by other users. The information contained within user comments is not verified or approved by us. The views expressed by other users on the Site do not represent our views or values.

TERMS

The content on this Site, and the associated social media channels (via @pennygraceknitwear) and email marketing, will include information on knitted accessories. All content is intended for informational purposes only. None of the content in emails, blog posts or social media posts should be construed as specific knitwear advice.

In addition to these Terms of Use please be aware of our Privacy Statement and Terms and Conditions of Sale which include key provisions and which are set out separately on our Site.

SITE OPERATION

This Site is available free of charge.

We do not guarantee the availability of any Site or content. We reserve all rights to withdraw, suspend or restrict the content at any time for any reasons. Where possible, we will give you reasonable notice if the Site is to be suspended.

We do not guarantee that this Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

INTELLECTUAL PROPERTY RIGHTS

This Site contains intellectual property created and owned by Helen Deely unless otherwise stated. The Intellectual Property includes all content on the Site. Content means any text, graphics, audio and video and also extends to the page layouts of this Site and any social media channels and emails. All photographs and videos on this website and the connected social media channels @pennygraceknitwear.

You may not use our intellectual property in any way. This includes but is not limited to republishing or sharing any text, graphics, audio and video and also extends to the page layouts of this Site and any social media channels and emails.

Should you wish to utilise the content on this Site please contact pennygraceknitwear@gmail.com to make your request. You must receive written permission to repurpose, copy and/or modify any content on this Site, or content which is shared to you by email or on social media.

If you are granted permission to share content from this Site or our social media channels please link back to the specific website page and let us know that you have shared the piece so that we can share your piece with our audience.

For all copyright requests please contact Helen Deely via pennygraceknitwear@gmail.com

LOSS OR DAMAGE

Notwithstanding any of these Terms, we do not intend to exclude or limit our liability to you where it would be unlawful to do so. We do not exclude or limit liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

REFUND POLICY

Our Refunds Policy is set out in our Terms of Sale which is available on our website here.

DISCLAIMERS

The information on this website is intended for entertainment and information purposes only and does not constitute financial, legal or medical advice. The information on this Site is provided without any representations or warranties, express or implied. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on our Site.

This website and/or our associated social media channels may contain content created by AI or other automated technologies, or with assistance from AI or other automated technologies. Where possible we try to include a disclaimer alongside the relevant content, such as an image, to provide an extra warning, but it is not always possible to do so. All AI generated content is provided for

informational purposes only and should not be relied upon for any specific purpose without verification of its accuracy or completeness.

Although reasonable efforts are made to update the information on this Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

Viewing the information on this Site does not constitute a contractual relationship between you and us.

Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

This Site may contain links to other sites. These sites are not under our control and we cannot be responsible for any actions or events arising from you following any links from this Site. Links are provided for informational purposes only and should not be interpreted as approval or endorsement by us.

Any comments on our blog or social media channels are not endorsed or verified by us. We are not responsible for the comments on our Site made by third parties. Should we become aware of comments which are likely to be distressing we will remove them from our Site. Removal of comments does not indicate that any compensation will be awarded, it will not, comments are removed to ensure enjoyment for Site users.

JURISDICTION AND DISPUTE RESOLUTION

These Terms are governed by the laws of England & Wales. The Courts of England & Wales have exclusive jurisdiction for any matter and proceedings arising out of the use of this Site.

It is intended that all disputes can be resolved with good faith between the parties. Should it not be possible to resolve a dispute then the dispute shall be referred to mediation.

COOKIES NOTICE

This Site uses cookies; small files of letter and numbers that are automatically placed on your machine – if you agree - to help our Site provide a better user experience.

We use them to:

- Deliver marketing and advertising which we think you may be interested in
- Remember information about you so that you don't have to input it over, and over and over!!
- And to personalise your use of our website, by remembering your preference and settings
- Keep you signed in on your different devices
- Help us to provide a better service

Our Cookies Notice

Our Site enables script (e.g. cookies) that is able to read, store and write information on your browser and in your device. Cookies do not typically include identifying personal information but cookies may also be linked to personal identifiers which are stored about you, such as your IP address, session details and browsing activity.

We use cookies for a number of functions including to retain your user preferences, store information from elements of our Site such as shopping carts, and to provide anonymised tracking data to third party applications such as Google Analytics. These cookies are likely to be analytical/performance cookies or targeting cookies. We also use the information to deliver content, maintain security, enable user choice and to improve our Site. You can reject all non-essential processing by choosing to accept only necessary cookies.

In general, cookies should make your browsing experience better. You may prefer to disable cookies which you can do by disabling cookies in your browser. We suggest following the steps via the 'Help' tool of your browser. Please note that if you change your browser settings to block all cookies (including essential cookies) you may not be able to access some or all of our Site.

Except for essential cookies, all cookies expire within a reasonable period of time.

Types of cookies which may be used:

Session cookies - These cookies only last as long as your online session and they disappear once you close your browser.

Persistent cookies - These cookies stay on your device after your browser has been closed and remain for a specific period of time. These types of cookies help us to remember your preferences

for next time and they may also track your activity. For example, if you join our website via an affiliate link, cookies will track your activity if you return at a later date and make a purchase.

Strictly necessary cookies - These cookies let you into our website. Without them we can't deliver our website to you. There is certain information that our website has to collect in order to perform. An example would be the use of your login information, without it you cannot gain entry to password protected content.

Functional cookies - These cookies help us to personalise your experience on our Site by remembering your preferences and settings. An example of this may be that our Site may remember if you've visited before so that you don't get a pop-up if you're not a new visitor.

Performance cookies - These cookies help us to ensure that our website is working properly and allows us to fix any errors.

Advertising cookies – We may use advertising cookies to track your activity and then send you targeted advertising.

MISCALLENEOUS

Whilst using this Site you may provide personal information about yourself including your name and email address. When providing these details, you agree to provide accurate and up to date information.

For the avoidance of doubt these Terms stand as terms only, there is no intention to create a contract.