

C+D Terms and Conditions

If you use the www.chemistanddruggist.co.uk, www.chemistanddruggistjobs.co.uk, www.cddataentry.co.uk or www.cddata.co.uk websites (“the Website”) or purchase goods from the Website you agree to be bound by these terms and conditions.



1. Definitions

In these terms and conditions, “we” and “us” refer to UBM EMEA, a business division of UBM (UK) Limited, company number 00370721 (“UBM”). The address from which we provide these online services is 240 Blackfriars Road, London SE1 8BF. Our VAT identification number is: GB 238 623 356.

2. Access to the Website and content

2.1 The information provided by us on the Website is not in any way an invitation or recommendation to buy any products or services featured and you should seek appropriate independent advice.

2.2 We are continually improving our goods and services, so specifications or designs may change at any time. We shall use reasonable commercial endeavours to keep the Website up to date but information and specifications given are for your information only and are subject to change without notice.

2.3 We try to ensure that pictures of the goods on the Website are as accurate as possible, but there are technical limitations and slight variations in colour and texture between the pictures and the goods themselves must be expected.

2.4 We will endeavour to allow uninterrupted access to the Website, but access to the Website may be suspended, restricted or terminated at any time.

2.5 We reserve the right to change, modify, substitute or remove without notice any information on the Website from time to time.

2.6 We assume no responsibility for the contents of any other websites to which the Website has links.

3. Intellectual Property

3.1 The copyright in the material contained in the Website, together with the website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to UBM, its subsidiaries or the providers of such information. All rights are reserved. None of this material may be reproduced or distributed without our written permission. You may, however, download or print a single copy for your own non-commercial off-line viewing.

3.2 "Chemist+Druggist", "C+D", "C+D Jobs" and "C+D Data" are trademarks of UBM. Other product and company names mentioned on this Website may be the trademarks or registered trademarks of their respective owners.

3.3 You shall retain ownership of all copyright (where applicable) in any data you submit to the Website. You grant us a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

4. Exclusions of liability

4.1 We use reasonable endeavours to ensure that the data on the Website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. We do not monitor, verify or endorse information submitted by third parties for posting on the Website and you should be aware that such information may be inaccurate, incomplete or out of date. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Website. We do not guarantee that the Website will be fault free and do not accept liability for any errors or omissions.

4.2 Due to the nature of electronic transmission of data over the internet, and the number of users by whom data is posted on to the Website, any liability we may have for any losses or claims arising from an inability to access the Website, or from any use of the Website or reliance on the data transmitted using the Website, is excluded to the fullest extent permissible by law. In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation whether in contract, tort or otherwise arising out of or in connection with these terms and conditions or use of the Website save where such liability cannot be excluded by law.

4.3 We do not give any warranty that the Website is free from viruses or anything else which

may have a harmful effect on any technology.

5. Exclusion of liability for suppliers' goods and services

We promote a number of suppliers on the Website and offer you the opportunity to buy goods and services from those suppliers through the Website. We accept no liability for any goods or services provided by third party suppliers. Any goods or services which are not stated to be provided by us are provided by third parties over whom we do not have control and you should satisfy yourself that you wish to purchase those goods or services before contracting with the supplier. The suppliers will supply good and services on their own terms and conditions and you should check that you agree to those terms and conditions before placing an order.

6. User name and password

6.1 On registering with us, you are issued with a user name and password which must be used in order to access certain restricted parts of the Website. The user name and password are personal to you and are not transferable.

6.2 Your name and password are the methods used by us to identify you and so are very important. You are responsible for all information posted on the Website by anyone using your user name and password and any payments due for services accessed through the Website by anyone using your user name and password. Any breach of security of a user name and password should be notified to us immediately.

6.3 You may not adapt or circumvent the systems in place in connection with the Website, nor access the Website other than through normal operations

7. Data submitted by users

7.1 We accept no liability for data supplied by any user for display on the Website and the limitations in condition 4 above (Exclusions of liability) apply.

7.2 If you submit data for display on the Website you are responsible for ensuring that the data is accurate, complete and up to date and for updating that data where necessary.

7.3 If you submit data for display on the Website you are responsible for ensuring that no data is uploaded or submitted which is untrue, defamatory, obscene or abusive or otherwise objectionable or in breach of any applicable laws or rights of third parties.

7.4 You warrant that you have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the Website is free from viruses and anything else which may have a contaminating or destructive effect on any part of the Website or any other technology.

7.5 We reserve the right (without limiting our rights to seek other remedies) to remove offending material placed on the Website that we consider to constitute a misuse of the Website or which is otherwise harmful to other users of the Website.

7.6 You will indemnify us for any claim or loss (including without limitation, economic loss) suffered by us arising out of your failure to observe any of these terms and conditions.

7.7 Subject to the Contracts (Rights of Third Parties) Act 1999 condition 7.5 may be enforced by the following people in their own right: any third party with whom we contract for content or advertising and our employees or agents.

8. Data protection

8.1 We are committed to protecting your privacy. Please see our Privacy Policy here for information about how we use your data.

9. Cookies

9.1 We use cookies to personalise and improve your experience of the Website. For more information about cookies please see our Cookie Policy here.

10. Termination

10.1 We reserve the right to terminate or suspend your access to the Website and the services within it at any time without prior notice.

10.2 All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.....

11. General

11.1 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of

the remaining provisions of these terms and conditions shall not be affected.

11.2 We may modify these terms and conditions at any time by publishing the modified terms and conditions on the Website, which shall be effective immediately. Terms and Conditions of Sale

12. Formation of agreement

12.1 An agreement for us to sell you goods is made on the basis of these terms and conditions when we accept your order for goods by confirming receipt of your payment for the goods or you download goods from the Website, whichever is earlier. (This agreement between us is referred to in these terms and conditions as “this agreement”.)

12.2 The description of the goods, price, currency, VAT, insurance and delivery costs are set out in the order page.

13. Orders

13.1 Orders shall be accepted at our sole discretion but are normally accepted if the goods are available, the order reflects current pricing, you are based in a country to which we are currently able to sell and your credit or account card is authorised for the transaction.

13.2 The price quoted on the Website is the price that you will have to pay for the goods.

14. Acceptance of your order

We will confirm receipt of your order when we confirm receipt of your payment by e-mail.

15. Payment

We shall charge your account for payment when we receive your order.

16. Delivery Dates

Unless we specify otherwise, we will endeavour to deliver hard copy products within 14 days. However, all delivery dates are given only for general guidance and we will not be held liable in any way for late delivery of goods.

17. Method/Failed Delivery

We shall attempt to deliver physical goods to the address you specify for delivery, or if none, to the credit card address you supply. It is important that these addresses supplied by you to us are accurate.

18. Scope of advertisements

The content of the Website is directed solely at those who access the site from the United Kingdom. We make no representation or warranty that any goods referred to in the Website are available or are otherwise suitable for use outside the United Kingdom.

19. Ownership

19.1 You will only own the goods once they have been successfully delivered and when we have received cleared payment for them in full. Until that time we will retain title to the goods.

19.2 Goods supplied are not for resale.

20. Exchange or refund

20 We will be happy to exchange or refund any physical goods with which you are not completely satisfied. Simply return the goods to us unused, within 7 working days, with the dispatch note. You will be responsible for the direct costs of returning the goods. This right to exchange and refund does not apply to goods you have downloaded from the Website.

21. Liability

21.1 If you have a valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet specification in accordance with this agreement, we shall be entitled to replace the goods (or the faulty part in question) free of charge or, at our sole discretion, refund to you the price of the goods (or a proportionate part of the price).

21.2 We will take all reasonable care to keep your order secure, but in the absence of our negligence we cannot be held liable for any loss you may suffer if a third party obtains unauthorised access to any data (including credit and account details) you provide when accessing or ordering from the Website. It is up to you to keep your username and password secret.

21.3 We shall not be liable to you in connection with this agreement in contract, tort (including negligence) or otherwise for any loss of profit, anticipated savings or data (in each case whether direct or indirect) or any indirect loss.

21.4 Our aggregate liability to you in connection with this agreement shall not exceed the value of the goods ordered by you.

21.5 Notwithstanding anything else in these terms and conditions, we accept unlimited liability in respect of death, personal injury or damage to property caused by our negligence.

22. Statutory Rights

These terms and conditions do not affect your statutory rights as a consumer (if applicable).

23. Matters outside our control

We shall not be liable to you or in breach of this agreement for delay or failure to perform if the delay or failure is due to a cause beyond our reasonable control.

24. E-mail, user name and password

24.1 E-mails to you shall be to the address you specify to us. It is important that you give us an accurate and valid e-mail address and tell us of any changes to it.

24.2 If you are issued with a user name and password before you can order goods from us, these will be personal to you and are not transferable. You will be responsible for any payments due for goods ordered through the Website by anyone using your user name and password.

25. General

25.1 If we fail to enforce a right under this agreement, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.

25.2 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

26. Complaints

If you have a complaint, please e-mail us at: haveyoursay@chemistanddruggist.co.uk

27. Governing law

27.1 These terms and conditions shall be governed by and construed in accordance with English law.

27.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.