

Terms & Conditions – Website Terms of Use

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Acceptance of Terms of Use

These terms of use (“Terms of Use”), together with the documents referred to herein, establish the terms on which you may make use of the “Camira Fabrics” website: www.camirafabrics.com (the “Site”), whether as a guest or a registered user. Please read these Terms of Use carefully before you start to use the Site. By using the Site, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using the Site.

The Terms of Use form a legally binding contract between you (“You” or “Your”) and Camira Group Holdings Limited (“Camira”, “Our”, “We” or “Us”) regarding Your access to and use of the Site.

You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and that they comply with them.

Camira also reserves the right to change these Terms of Use from time to time at its sole discretion, without prior notice, by posting such revised terms and conditions on the Site. It is Your obligation to routinely review these Terms of Use and Your continued use of the Site following any such change (whether or not You have reviewed such change) constitutes Your agreement to follow and be bound by the Terms of Use as changed.

About us

Camira Group Holdings Limited is registered in England and Wales under Company Number 09512739 with a registered office at The Watermill, Wheatley Park, Mirfield, West Yorkshire, WF14 8HE, United Kingdom.

Refer to our [Legal notice](#) for more information about us.

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Your use of this Site

You, expressly agree, whether acting directly or indirectly, not to:

- a. upload, transmit, post, email or otherwise make available to the Site, any content or other material in any format that is false, inaccurate, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, libellous and/or otherwise objectionable; infringes any third party's intellectual property; or contains viruses, worms, Trojan horses, corrupted files, or any other similar software or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment (including, without limitation, any denial of service attack);
- b. use the Site in any way that breaches any applicable local, national or international law or regulation or in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- c. use the Site to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- d. alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing on the Site or contained in a file that is uploaded to the Site;
- e. impersonate any person or entity, including, but not limited to, a Camira representative or falsely state or otherwise misrepresent Your affiliation with a person or entity; or
- f. attempt, through any means, to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. The use of any device, software or routine that interferes or attempts to interfere with the proper working of the Site is expressly prohibited.

Privacy

Depending on how You interact with the Site, Your personal data may be collected and processed in accordance with the Our **Group Privacy Policy**. Further information relevant to Your use of the Site and the processing of Your personal data is provided in Our **Website Privacy Notice**, **Cookie Policy** and **My Account Privacy Notice**.

Content & proprietary rights

Camira is the owner or the licensee of all intellectual property rights in the Site and in all informational text, photographs, graphics, audio, video, messages, files, documents, images or other materials (collectively, the "Materials") published on it, and is protected by copyright, trademark and/or other intellectual property laws and treaties around the world. All such rights are reserved.

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You may use and download information on Camira products that has been purposefully made available by Camira for downloading from the Site, provided that You do not remove any proprietary language in all copies of such documents; use such information only for legitimate and good-faith purposes; make no modifications to any such information; and not make any additional representations or warranties relating to such information.

To use the Materials on the Site for other commercial purposes You must first obtain a licence to do so from Us or Our licensors. Nothing on the Site shall be construed as conferring any licence under any of Camira's or any third party's intellectual property rights.

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Accounts, passwords & security

If You choose, or You are provided with, a user identification code, password or any other piece of information as part of Our security procedures, You must treat such information as confidential. You must not disclose it to any third party.

We retain the right to disable any user identification code or password, whether chosen by You or allocated by Us, at any time, if in Our reasonable opinion You have failed to comply with any of the provisions of these Terms of Use.

If You know or suspect that anyone other than You knows Your user identification code or password, You must notify Us without undue delay by email to marketing@camirafabrics.com.

Purchases and other transactions

Contracts for the supply of goods or services formed through the Site or as a result of visits made by You are governed by Our **Terms and Conditions – Supplier’s Conditions of Sale** and/or bespoke agreements.

Camira may make changes to any products and/or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The Materials on the Site with respect to products and services may be out of date, and Camira makes no commitment to update the Materials on the Site with respect to such products and services.

Linking to this Site

You may link to the Site’s Materials, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it, and you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. You must not establish a link from any website that is not owned by You. We reserve the right to withdraw linking permission without notice. If You wish to make any use of Materials on the Site other than that set out above, please address your request to marketing@camirafabrics.com.

Links to other sites

If any link is offered connecting You to a third-party website, it is as an accommodation to You and to the respective third-party website owner and is provided without charge. Websites linked to and from this Site are not necessarily under the control of Camira and We shall have no responsibilities or liabilities whatsoever for the content including, without limitation, the accuracy or reliability of any information, data, opinions, advice or statements set forth therein, or privacy practices of any such linked website or any link or linking programme at any time. We do not necessarily endorse companies, businesses or persons (or related products or services) to or from which the Site is linked. If You decide to access any of the third-party sites linked to this Site, You do so entirely at Your own risk.

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Disclaimer

Camira does not warrant that the Site or any content, product or service of the Site will be free from errors or interruption, or that any defects will be corrected, or that Your use of the Site will provide specific results. The Site and its content are provided on an “as-is” and “as-available” basis. All information provided on the Site is subject to change without notice. Camira cannot ensure that any files or other data You download from the Site will be free of viruses or contamination or destructive features. Camira disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. Camira disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to Your use of the Site and any linked sites. Your sole remedy against Camira for dissatisfaction with the Site or any content is to stop using the Site or any such content. This limitation of relief is part of the bargain between You and Us.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication failure, theft or destruction of or unauthorised access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

At any time and without notice, Camira reserves the right to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of liability

Camira and its directors, officers and employees shall not be liable for any direct, indirect, special, incidental, exemplary or consequential damages (including, without limitation, damages for loss of business, loss of profits, loss of opportunity, loss of data, loss of savings, loss of goodwill, business interruption, damage to or replacement of software and/or hardware, litigation or the like) arising out of:

- a. use of the Site;
- b. content on the Site;
- c. websites linked to this Site and the content, goods and/or services provided therein;
- d. any decision made or action taken by You in reliance upon the information within, or content of, the Site; and/or
- e. any inability to use the Site and/or content contained therein, whether caused by breach of contract or by tort (including negligence) product liability or otherwise, even if foreseeable and/or advised of the possibility of such damages.

Nothing in these Terms of Use shall exclude or limit Our liability for death or personal injury arising from Our negligence, or Our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

Different limitations and exclusions of liability shall apply to liability arising as a result of the supply of any goods and/or services by Us to You, which are set out in Our **Terms and Conditions – Supplier’s Conditions of Sale** and/or bespoke agreements.

Indemnity

You agree to indemnify, hold harmless and release Camira, its directors, officers, and employees, from and against any and all claims, damages, costs and expenses, including reasonable legal fees, arising from or related to Your use of the Site and/or any content contained therein.

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Termination of agreement

Camira may in its sole discretion terminate or suspend Your access and use of the Site immediately without notice to You if You breach these Terms of Use or if We are unable to verify or authenticate any information that You provide to Us. You agree that Camira shall not be liable to You or any third party for any termination of Your access to any Materials and/or the Site.

Law & arbitration

These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

You and Us agree that the English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Site.

Miscellaneous

If any provision(s) of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Terms of Use, which shall remain in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only.

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