



Terms of Use

This agreement applies as between you, the User of this Web Site and Don't tell Titus, the owner(s) of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;

“Don't tell Titus ” means Don't tell Titus Trading at; 6 Victoria Road,Saltaire,, Bradford, BD18 3LA.

“Service” means collectively any online facilities, tools, services or information that Don't tell Titus makes available through the Web Site either now or in the future;

“Premises” Means our place(s) of business located at 6 Victoria Road, Saltaire,, Bradford, BD18 3LA.

“System” means any online communications infrastructure that Don't tell Titus makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“User” / “Users” means any third party that accesses the Web Site and is not employed by Don't tell Titus and acting in the course of their employment

“Web Site” means the website that you are currently using (www.donttelltitus.co.uk) and any sub-domains of this site (e.g. sub domain. <http://www.donttelltitus.co.uk>) unless expressly excluded by their own terms and conditions.

2. Intellectual Property

Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Don't tell Titus, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Don't tell Titus.

3. Third Party Intellectual Property

Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable. You may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

4. Links to Other Web Sites

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Don't tell Titus or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

5. Links to this Web Site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.donttelltitus.co.uk without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Don't tell Titus. To find out more please contact us by email at info@donttelltitus.co.uk or in writing to Don't tell Titus.

Use of Communications Facilities

5.1 When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:

5.1.1 You must not use obscene or vulgar language;

5.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

5.1.3 You must not submit Content that is intended to promote or incite violence;

5.1.4 It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;

5.1.5 The means by which you identify yourself must not violate these terms of use or any applicable laws;

5.1.6 You must not impersonate other people, particularly employees and representatives of Don't tell Titus or our affiliates; and

5.1.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".

5.2 You acknowledge that Don't tell Titus reserves the right to monitor any and all communications made to us or using our System.

5.3 In order to use the enquiry form and any other communication facility that may be added in the future on this Web Site, you are required to submit certain personal details. By continuing to use this Web Site you represent and warrant that:

5.3.1 Any information you submit is accurate and truthful; and

5.3.2 You will keep this information accurate and up-to-date.

6. Privacy

Use of the Web Site is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click [HERE](#).

7. Disclaimers

7.1 Don't tell Titus makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

7.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

7.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance. No goods and / or services are sold through this Web Site and product and / or service details are provided for information purposes only

7.4 Whilst every effort has been made to ensure that all graphical representations of products and / or descriptions of services available from Don't tell Titus correspond to the actual products and / or services, Don't tell Titus is not responsible for any variations from these descriptions.

7.5 Don't tell Titus does not represent or warrant that such products and / or services will be available from us or our Premises. For this reason, please contact us prior to visiting if you wish to enquire as to the availability of any products and / or services. Any such enquiry does not give rise to any express or implied warranty that the products and / or services forming the subject matter of your enquiry will be available upon your arrival at our Premises.

7.6 Any pricing information on the Web Site is correct at the time of going online. Don't tell Titus reserves the right to change prices and alter or remove any special offers from time to time and as necessary.

8. Availability of the Web Site

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Don't tell Titus accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

9. Limitation of Liability

9.1 To the maximum extent permitted by law, Don't tell Titus accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and it's Content at their own risk.

9.2 Nothing in these terms and conditions excludes or restricts Don't tell Titus's liability for death or personal injury resulting from any negligence or fraud on the part of Don't tell Titus.

9.3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

10. No Waiver In the event that any party to these Terms and Conditions fails to exercise any

right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

11. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

12. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@donttelltitus.co.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

13. Law and Jurisdiction

These terms and conditions and the relationship between you and Don't tell Titus shall be governed by and construed in accordance with the Law of England and Wales and Don't tell Titus and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.



Privacy Policy

This Policy applies as between you, the User of this Web Site and Don't Tell Titus the owner and provider of this Web Site. This Policy applies to our use of any and all Data collected by us in relation to your use of the Web Site and any Services or Systems therein.

1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

“Account” means collectively the personal information, Payment Information and credentials used by Users to access Material and / or any communications System on the Web Site;

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;

“Cookie” means a small text file placed on your computer by Don't Tell Titus when you visit certain parts of this Web Site. This allows us to identify recurring visitors and to analyse their browsing habits within the Web Site.

“Data” means collectively all information that you submit to the Web Site. This includes, but is not limited to, Account details and information submitted using any of our Services or Systems;

“Don't Tell Titus” means Don't Tell Titus Trading at; 6 Victoria Road, Saltaire, Bradford, BD18 3LA

“Service” means collectively any online facilities, tools, services or information that Don't tell Titus makes available through the Web Site either now or in the future;

“System” means any online communications infrastructure that Don't tell Titus makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“User” / “Users” means any third party that accesses the Web Site and is not employed by Don't tell Titus and acting in the course of their employment; and

“Web Site” means the website that you are currently using (www.dontelltitus.co.uk) and any sub-domains of this site (e.g. sub domain. www.dontelltitus.co.uk) unless expressly excluded by their own terms and conditions.

2. Data Collected

Without limitation, any of the following Data may be collected:

- 2.1 name;
- 2.2 date of birth;
- 2.3 gender;
- 2.4 job title;
- 2.5 profession;
- 2.6 contact information such as email addresses and telephone numbers;
- 2.7 demographic information such as post code, preferences and interests;
- 2.8 financial information such as credit / debit card numbers;
- 2.9 IP address (automatically collected);
- 2.10 web browser type and version (automatically collected);
- 2.11 operating system (automatically collected);
- 2.12 a list of URLs starting with a referring site, your activity on this Web Site, and the site you exit to (automatically collected); and
- 2.13 Cookie information (see clause 10 below).

3. Our Use of Data

3.1 Any personal Data you submit will be retained by Don't tell Titus for as long as you use the Services and Systems provided on the Web Site. Data that you may submit through any communications System that we may provide may be retained for a longer period of up to one Year.

3.2 Unless we are obliged or permitted by law to do so, and subject to Clause 4, your Data will not be disclosed to third parties. This includes our affiliates and / or other companies within our group.

3.3 All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security see clause 9 below.

3.4 Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Web Site. Specifically, Data may be used by us for the following reasons:

- 3.4.1 internal record keeping;
- 3.4.2 improvement of our products / services;
- 3.4.3 transmission by email of promotional materials that may be of interest to you;
- 3.4.4 contact for market research purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the Web Site.

4. Third Party Web Sites and Services

Don't tell Titus may, from time to time, employ the services of other parties for dealing with matters that may include, but are not limited to, payment handling, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services do have access to certain personal Data provided by Users of this Web Site. Any Data used by such parties is used only to the extent required by them to perform the services that Don't tell Titus requests. Any use for other purposes is strictly prohibited. Furthermore, any Data that is processed by third parties must be processed within the terms of this Policy and in accordance with the Data Protection Act 1998.

5. Changes of Business Ownership and Control

5.1 Don't tell Titus may, from time to time, expand or reduce its business and this may involve the sale of certain divisions or the transfer of control of certain divisions to other parties. Data provided by Users will, where it is relevant to any division so transferred, be transferred along with that division and the new owner or newly controlling party will, under the terms of this Policy, be permitted to use the Data for the purposes for which it was supplied by you.

5.2 In the event that any Data submitted by Users will be transferred in such a manner, you will be contacted in advance and informed of the changes. When contacted you will be given the choice to have your Data deleted or withheld from the new owner or controller.

6. Controlling Access to your Data

6.1 Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:

6.1.1 use of Data for direct marketing purposes; and

6.1.2 sharing Data with third parties.

7. Your Right to Withhold Information

7.1 You may access certain areas of the Web Site without providing any Data at all.

However, to use all Services and Systems available on the Web Site you may be required to submit Account information or other Data.

7.2 You may restrict your internet browser's use of Cookies. For more information see clause 10.4 below.

8. Accessing your own Data

8.1 You may access your Account at any time to view or amend the Data. You may need to modify or update your Data if your circumstances change. Additional Data as to your marketing preferences may also be stored and you may change this at any time.

8.2 You have the right to ask for a copy of your personal Data on payment of a small fee.

9. Security

9.1 Data security is of great importance to Don't tell Titus and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected online.

10. Cookies

10.1 Don't tell Titus may set and access Cookies on your computer. Cookies that may be placed on your computer are detailed in Schedule 1 to this Policy.

10.2 A Cookie is a small file that resides on your computer's hard drive and often contains an anonymous unique identifier and is accessible only by the web site that placed it there, not any other sites.

10.3 You may delete Cookies, however you may lose any information that enables you to access the Web Site more quickly.

10.4 You can choose to enable or disable Cookies in your web browser. By default, your browser will accept Cookies, however this can be altered. For further details please consult the help menu in your browser. Disabling Cookies may prevent you from using the full range of Services available on the Web Site.

11. Changes to this Policy

Don't tell Titus reserves the right to change this Privacy Policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Web Site and you are deemed to have accepted the terms of the Policy on your first use of the Web Site following the alterations.