

TERMS AND CONDITIONS

A) TERMS AND CONDITIONS OF USE

1. ABOUT OUR TERMS

1.1 These Terms explain how you may use the www.coaloffice.com website (the Site).

1.2 The Site is operated by Design Research Ltd (we/us/our), a company incorporated in England and Wales with registered company number 04336773. Our registered address is The Coal Office, 1 Bagley Walk, Kings Cross, London, N1C 4PQ. Our VAT number is GB100104801. You should read these Terms carefully before using the Site.

1.3 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.

1.4 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.

2. YOUR PRIVACY AND PERSONAL INFORMATION

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our [privacy policy](#), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

3. USING THE SITE

3.1 The Site is for your personal use only.

3.2 You agree that you are solely responsible for:

3.2.1 all costs and expenses you may incur in relation to your use of the Site; and

3.2.2 keeping your password and other account details confidential.

3.3 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

3.4 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at opssupport@coaloffice.com.

3.5 As a condition of your use of the Site, you agree to comply with our Acceptable Use terms (see clause 4 below) and our terms and conditions for sale (see below), where applicable.

3.6 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

4. ACCEPTABLE USE

4.1 As a condition of your use of the Site, you agree not to use the Site:

4.1.1 for any purpose that is unlawful under any applicable law or prohibited by these Terms;

4.1.2 to commit any act of fraud;

4.1.3 to distribute viruses or malware or other similar harmful software code;

4.1.4 for purposes of promoting unsolicited advertising or sending spam;

4.1.5 to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

4.1.6 in any manner that disrupts the operation of our Site or business or the website or business of any other entity;

4.1.7 in any manner that harms minors;

4.1.8 to promote any unlawful activity;

4.1.9 to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;

4.1.10 to gain unauthorised access to or use of computers, data, systems, accounts or networks;
or

4.1.11 to attempt to circumvent password or user authentication methods.

5. LINKING AND FRAMING

5.1 You may create a link to our Site from another website without our prior written consent provided no such link:

5.1.1 creates a frame or any other browser or border environment around the content of our Site;

5.1.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site;

5.1.3 displays any of the trademarks or logos used on our Site without our permission or that of the owner of such trademarks or logos; or

5.1.4 is placed on a website that itself breaches these Terms.

5.2 We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

6. USER GENERATED CONTENT

6.1 Our Site includes sections where we may feature user-generated content ("UGC") such as photos and comments. We may also feature these on our emails and in our social media posts. In relation to such UGC, we are a mere hosting provider and we are not obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material and therefore assume no responsibility or liability on the content itself.

6.2 We may remove or edit any UGC to our Site at any time and for any reason.

6.3 By submitting any UGC to the Site, you warrant that you are entitled to do so and such UGC is:

6.3.1 your own original work and lawfully submitted;

6.3.2 factually accurate or your own genuinely held belief;

6.3.3 provided with the necessary consent of any third party;

6.3.4 not defamatory or likely to give rise to an allegation of defamation;

6.3.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and

6.3.6 unlikely to cause offence, embarrassment or annoyance to others.

6.4 In relation to the UGC provided by you, you grant us an unlimited, exclusive, worldwide, sub-licensable, free of charge license to use such UGC in any way and for any purposes, including but not limited to save, store, copy, reproduce, publish, post, transmit, distribute, display, modify, translate, incorporate in other materials and in any way commercially exploit it. Tom Dixon therefore invites you not to send us any content, item or information that you do not want to become subject to the above terms.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Site and all intellectual property rights in it including but not limited to any content are owned by us, our licensors or both (as applicable). Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

7.2 Our trade marks include (amongst others) the word 'TOM DIXON', the '.TOMDIXON.' logo, and our product range names (such as 'BEAT', 'MELT' and 'TOM DIXON WINGBACK'), as well as other marks which are used as trademarks. These trademarks may be in use and/or registered in more than one country and your use and access of our Site does not give you any rights to use our trademarks.

7.3 All other trademarks are the property of their respective owners.

7.4 All content included on our Site (including, without limitation, the trademarks of Tom Dixon, logos, graphics, text, photos, designs, logos, icons, images, data and software) is the property of Design Research LTD, its affiliates and licensors and as such is protected by international and UK copyright and other intellectual property laws. Any copyright or other intellectual property in these web pages is owned by or licensed to us. You are absolutely prohibited from reproducing all or any part of the contents of our Site except in accordance with this agreement.

7.5 We grant you the following LIMITED license to copy the contents of our Site:

7.5.1 You may download or print pages from this Site BUT ONLY for your own personal use AND you may not make any modification to them.

7.5.2 You may re-copy, extract or forward pages from our Site to a third party for their personal use only, PROVIDED you:

- (a) Do not make any modifications to the extract or pages before re-copying, extracting or forwarding;
- (b) Acknowledge that the extract is from our Site;
- (c) Include the URL address of our Site on the extract; and
- (d) Notify the third party that use and further copying of the extract by them is subject to the terms of this license.

7.6 The following acts are forbidden under the limited license granted to you:

7.6.1 You may not incorporate any part of our Site into any other work or publication, including incorporation into an electronic work, without our prior written consent.

7.6.2 You may not frame our Site within any website controlled by you.

8. ACCURACY OF INFORMATION AND AVAILABILITY OF THE SITE

8.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.

8.2 We may suspend or terminate operation of the Site at any time as we see fit.

8.3 Site content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

8.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

9. LINKS TO THIRD PARTY CONTENT

9.1 We provide links to other sites and resources provided by third parties only as a convenience to you. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. No mention of any organisation, company or individual, whether on these pages or on other websites to which these pages are linked shall imply any approval or warranty by us as to the standing and capability of such organizations, companies or individuals.

9.2 We take no responsibility for anything that might occur when you visit any other website. When you click on an external or third-party link you will leave our Site.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Agreement shall limit or exclude our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence or the negligence of our servants, agents or employees.

10.2 However, we will not be liable for any loss of revenue, loss of profit, loss of contract, loss of business or any anticipated savings, loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with this agreement.

10.3 We also have no liability of any sort (including for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks and equipment.

11. INDEMNITY

You agree to indemnify and hold us and our affiliates and agents and our and their respective officers, directors and employees harmless from any claim or demand, including legal fees, made by any third party due to or arising out of your breach of this agreement or your violation of any law or rights of a third party.

12. SECURITY

12.1 All Coal Office online purchases take place in a safe environment using Secure Socket Layer (SSL) secure payment methods along with some card issuer safeguards to protect our customers against fraud. Our software is 100% compliant and up to date.

12.2 We encrypt your credit card information to ensure your transactions with us are private and protected as they travel over the Internet. We accept orders only from web browsers that permit communication through Secure Socket Layer (SSL) technology - this means you cannot inadvertently place an order through an unsecured connection. Most web browsers above version three support this security.

13. EVENTS BEYOND OUR CONTROL

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

14. RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

15. VARIATION

These Terms are dated 26 March 2020. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 15. We reserve the right to

vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

16. ENGLISH LAW APPLIES TO THIS CONTRACT.

Any dispute or claim arising out of or in connection with a contract between us or its 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, and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

B) TERMS AND CONDITIONS OF SALE

17. ABOUT OUR TERMS OF SALE

These terms, together with any other referenced documents (**Terms and Conditions**) shall apply when you purchase any items(s) (**Items**) through the www.coaloffice.com website (**Website**).

These Terms and Conditions set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

Please read these Terms and Conditions before you buy anything on the Website and check that these Terms and Conditions contain nothing that you are unwilling to agree to.

If you do not understand anything contained within these Terms and Conditions and want to talk to us about it, please contact us by sending an email to opssupport@coaloffice.com

We may make changes to these Terms and Conditions without notice to you. Changes will apply to orders placed at the time of, or any time thereafter, such change. It is your responsibility to regularly check these Terms and Conditions and see if any changes have been made.

18. PRIVACY AND DATA PROTECTION

Your privacy and personal information are important to us. We will only process your personal data in accordance with our [Privacy Policy](#) which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

19. ORDERING ITEMS FROM US

19.1 This clause explains how a legally binding contract for the sale of items is formed between you and us when you place an order for such Items via the Website (**Order**).

19.2 If you are under the age of 21, you must not place an Order for, or make any Purchase of, any Item(s) from us.

19.3 A legally binding contract for the purchase of Items will arise between you and us after you have placed an Order for Items and we have provided an email confirming acceptance of your Order (**Confirmation Email**). No legally binding contract will arise, and we shall have no obligation to provide Items to you, unless and until we have provided you with a Confirmation Email. Once you receive an email notification of your order and you cannot later either amend or cancel your order unless you agree it directly with the Coal Office Restaurant. For the avoidance of doubt, any written communication merely acknowledging that your Order has been placed and/or received will not constitute a Confirmation Email.

19.4 The Confirmation Email details the Order and the total amount payable. Should there be any error, or you do not receive a Confirmation Email please contact us as soon as possible at opssupport@coaloffice.com

19.5 We may refuse to accept your Order for any reason, including but not limited to the following reasons:

19.5.1 the Items are unavailable;

19.5.2 we cannot authorise your payment;

19.5.3 you are not allowed to buy the Items from us;

19.5.4 we are not allowed to sell the Items to you;

19.5.5 you have placed an Order for too many units of Items;

19.5.6 your order has not passed our fraud screening process, or your payment type or card issuer has rejected your order; or

19.5.7 there has been a mistake on the pricing or description of the Item. If we discover an error in the price of any goods which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund from us.

19.6 all Orders are subject to availability.

20. DESCRIPTION OF THE GOODS

All very effort has been made to reflect the item on our Website as accurately as possible. If you are unhappy with the quality of any goods upon collection by you or delivery and wish to seek any form of compensation, you should contact us directly to raise your complaint.

21. PRICES AND PAYMENT

21.1 The prices displayed on our Website are quoted in GBP.

21.2 We will do all that we reasonably can to ensure that all the information you give us when paying for the Items is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy, or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

21.3 We will inform you once you placed order if your order classifies for online pre-payment or payment upon collection of the goods at The Coal Office, 1 Bagley Walk, Kings Cross, London, N1C 4PQ.

21.4 All online card pre-payments are processed via our payment provider Adyen. Your credit card or debit card will be debited upon authorisation being received by you.

21.4 Payments upon collection will be .

22. DISPUTES

22.1 We will try to resolve any disputes with you quickly and efficiently.

22.2 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you and advise you to seek independent advice in regards to such dispute.

23. DELIVERY, CANCELLATION AND REFUNDS

23.1 Upon ordering with us online or via phone, you accept to collect your order at The Coal Office, 1 Bagley Walk, Kings Cross, London, N1C 4PQ. Times given for collection are only approximate; we cannot provide an exact time for delivery but endeavour to have your order ready for collection within the approximate time specified when you place your order. If you wish to receive an update on the specified time of collection, please contact us at +44 (0)203 848 6085.

23.2 Once the order has been confirmed and payment taken from your account, you will be unable to cancel your order and will not be eligible for a refund. To change or cancel your order please contact the our support team to attempt to resolve your request.

24. OTHER IMPORTANT TERMS

24.1 If you have any special dietary considerations or allergies then it is up to you to communicate these directly to us upon ordering and not rely on the Site as mistakes can occur in uploading menu warnings etc. and the Business specifically disclaims any liability with respect to the same.

24.2 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation but such a transfer will not affect your rights and our obligations under these Terms and Conditions.

24.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

24.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

24.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

24.6 **English law applies to this contract.** Any dispute or claim arising out of or in connection with a contract between us or its 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 and the courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim.