

Terms & Conditions

This section deals with conditions relating to the sale of products by Arcadia Alive Ltd to you.

1. Our contract

When you place an order to purchase a product from Arcadia Alive Ltd, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we send e-mail confirmation to you that we've dispatched that product to you (the "Dispatch Confirmation E-mail"). That acceptance will be complete at the time we send the Dispatch Confirmation E-mail to you. Any products on the same order which we have not confirmed in a Dispatch Confirmation E-mail to have been dispatched do not form part of that contract.

2. Returns

Please review our Returns Policy, which applies to products purchased from us. In addition to your 30-day returns guarantee, customers in the European Union are entitled to a statutory cooling-off period of seven business days. Details of this statutory right and an explanation of how to exercise it are provided in the order confirmation e-mail and in the Returns Policy.

3. Pricing and availability

We list availability information for products sold by us on the website, including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such.

Despite our efforts, a small number of the products in our catalogue are mispriced. Rest assured, however, that we verify prices as part of our dispatch procedures. If a product's correct price is lower than our stated price, we charge the lower amount and send you the product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before dispatch or cancel your order and notify you of such cancellation.

All prices are inclusive of VAT unless stated otherwise.

4. Customs

When ordering goods from Arcadia Alive Ltd for delivery overseas you may be subject to import duties and taxes, which are levied once the package reaches the specified

destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from Arcadia Alive Ltd, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Your privacy is important to us and we know that you care about how information about your order is used and shared. We would like our international customers and customers dispatching products internationally to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

6. Children

Arcadia Alive Ltd does not sell products for purchase by children. We sell children's products for purchase by adults. If you are under 18, you may use Arcadia Alive Ltd only with the involvement of a parent or guardian.

7. Other businesses

Parties other than Arcadia Alive Ltd and its subsidiaries, provide services, or sell product lines on this website. In addition, we provide links to the websites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant or endorse the offerings of any of these businesses or individuals, or the content of their websites. Arcadia Alive Ltd does not assume any responsibility or liability for the actions, products, and content of any of these and any other third-parties. You can tell when a third-party is involved in your transactions, and we may share customer information related to those transactions with that third-party. You should carefully review their privacy statements and other conditions of use.

8. Electronic communications

When you visit Arcadia Alive Ltd or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

9. Losses

Arcadia Alive Ltd will be responsible for any losses you suffer as a result of us breaching these conditions if the losses were reasonably foreseeable to both you and us when you commenced using the website, or a contract for the sale of goods by us to you was formed. We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website or when a contract for the sale of goods by us to you was formed.

10. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use & Sale at any time. You will be subject to the policies and Conditions in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

11. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

12. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

13. Our details

Arcadia Alive Ltd
Parkfield House
Park Street
Stafford
Staffordshire
ENGLAND
ST17 4AL

Tel: 0845 2600 126

Company Registration No: 03979672
UK VAT Reg. No: 753 7001 48

You can contact us by e-mailing: [talk@Arcadia Alive Ltd](mailto:talk@ArcadiaAlive.com)

ArcadiaAlive.com Terms of use

Access to and use of 'ArcadiaAlive.com' both within the UK and internationally is provided by ARCADIA ALIVE LTD on the following terms:

1. By using ArcadiaAlive.com you agree to be bound by these terms, which shall take effect immediately on your first use of ArcadiaAlive.com. If you do not agree to be bound by all of the following terms please do not access, use and/or contribute to ArcadiaAlive.com.

2. ARCADIA ALIVE LTD may change these terms from time to time and so you should check these terms regularly. Your continued use of ArcadiaAlive.com will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using this website. If there is any conflict between these terms and specific local terms appearing elsewhere on ArcadiaAlive.com (including house rules) then the latter shall prevail.

Use of ArcadiaAlive.com

3. You agree to use ArcadiaAlive.com only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of ArcadiaAlive.com. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within ArcadiaAlive.com.

Intellectual Property

4. All copyright, trade marks, design rights, patents and other intellectual property rights (registered and unregistered) in and on ArcadiaAlive.com and all content (including all applications) located on the site shall remain vested in ARCADIA ALIVE LTD or its licensors (which includes other users). You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use ArcadiaAlive.com content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any ArcadiaAlive.com content except for your own personal, non-commercial use. Any other use of ArcadiaAlive.com content requires the prior written permission of ARCADIA ALIVE LTD.

5. The names, images and logos identifying ARCADIA ALIVE LTD, or third parties and their products and services are subject to copyright, design rights and trade marks of ARCADIA ALIVE LTD or third parties. Nothing contained in these terms shall be construed as conferring any licence or right to use any trade mark, design right or copyright of ARCADIA ALIVE LTD or any other third party.

Contributions to ArcadiaAlive.com

6. By sharing any contribution (including any text, photographs, graphics, video or audio) with the ArcadiaAlive.com you agree to grant to ARCADIA ALIVE LTD, free of charge, permission to use the material in any way it wants (including modifying and adapting it for operational and editorial reasons) for ARCADIA ALIVE LTD in any media worldwide (including on the ARCADIA ALIVE LTD's site accessed by international users). In certain circumstance ARCADIA ALIVE LTD may also share your contribution with trusted third parties.

7. Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it.

8. In order that ARCADIA ALIVE LTD can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any UK laws, that you have the right to give ARCADIA ALIVE LTD permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your contribution or the consent of their parent / guardian if they are under 16.

9. We normally show your name with your contribution, unless you request otherwise, but for operational reasons this is not always possible. ARCADIA ALIVE LTD may need to contact you for administrative or verification purposes in relation to your contribution, or in relation to particular projects. For full details of when and how we may contact you please see ARCADIA ALIVE LTD's Privacy Policy.

10. Please do not endanger yourself or others, take any unnecessary risks or break any laws when creating content you may share with ARCADIA ALIVE LTD.

11. If you do not want to grant ARCADIA ALIVE LTD the permission set out above on these terms, please do not submit or share your contribution to or with ArcadiaAlive.com.

ArcadiaAlive.com communities

12. In order to participate in and contribute to selected ArcadiaAlive.com communities you may be required to register with ArcadiaAlive.com. Any personal information supplied to ArcadiaAlive.com as part of this registration process and/or any other interaction with ArcadiaAlive.com will be collected, stored and used in accordance with the ARCADIA ALIVE LTD Privacy Policy.

13. You agree to use ArcadiaAlive.com communities (including message boards) in accordance with the following Community Rules. These apply across all ArcadiaAlive.com community sites and services. You should, however, read the local house rules of the particular site or service you're using, as there may be some local variations to these.

Community Rules.

(i) About your posts:

- **Contributions must be civil and tasteful.**
- **No disruptive, offensive or abusive behaviour:** contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble.
- **No unlawful or objectionable content:** unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
- **Be patient:** users of all ages and abilities may be taking part in the relevant ArcadiaAlive.com community.

- **No spamming or off-topic material:** we don't allow the submission of the same or very similar contributions many times. Please don't re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas.
- **Contributions containing languages other than English may be removed** unless allowed in the relevant local house rules.
- **No impersonation.**
- **No inappropriate (e.g. vulgar, offensive etc) user names.**
- **URLs** (web site addresses) can only be posted if allowed under any relevant local house rules.
- **Deliberate misuse of the complaints facility is not permitted.** If you persist in doing this, action may be taken against your account.

(ii) Safety:

We advise that you never reveal any personal information about yourself or anyone else (for example: telephone number, postal address, home address or email address or any other details that would allow you to be personally identified) in any ARCADIA ALIVE LTD communities.

(iii) Legal requirements:

- You may not submit or share any defamatory or illegal material of any nature in ArcadiaAlive.com communities. This includes text, graphics, video, programs or audio.
- Contributing material to an ArcadiaAlive.com community with the intention of committing or promoting an illegal act is strictly prohibited.
- You agree to submit to or share with ArcadiaAlive.com communities only contributions which are your own original work. You must not violate, plagiarise, or infringe the rights of ARCADIA ALIVE LTD or third parties including copyright, trade mark, trade secrets, privacy, and publicity, personal or proprietary rights.

(iv) If you're under 16:

- Please get a parent's or guardian's permission before taking part in any ArcadiaAlive.com community.
- Never reveal any personal information about yourself or anyone else (for example, school, telephone number, your full name, home address or email address).

(v) If you breach these Community Rules:

If you fail to abide by these Community Rules (and/or any variations in relevant local house rules) when taking part in an ArcadiaAlive.com community, you will be sent an email which informs you why your contribution has been refused or edited. This email will also include a warning that continuing to break the rules may result in action being taken against you.

This action may include any content posted by you being checked before allowed to go on the site or a temporary or permanent suspension of your ability to participate in any or all of ArcadiaAlive.com community areas.

If you submit or share offensive or inappropriate content to or with any ArcadiaAlive.com communities or anywhere else on ArcadiaAlive.com or otherwise engage in any disruptive behaviour on ArcadiaAlive.com, and ARCADIA ALIVE LTD considers such behaviour to be serious and/or repeated, ARCADIA ALIVE LTD may use whatever information that is available to it about you to stop any further such infringements.

ARCADIA ALIVE LTD reserves the right to delete any contribution, or take action against any ARCADIA ALIVE LTD account, at any time, for any reason.

Disclaimers and Limitation of Liability

14. The majority of content posted in ArcadiaAlive.com communities is created by members of the public. The views expressed are theirs and unless specifically stated are not those of ARCADIA ALIVE LTD. ARCADIA ALIVE LTD is not responsible for any content posted by members of the public on ArcadiaAlive.com or for the availability or content of any third party sites that are accessible through ArcadiaAlive.com. Any links to third party websites from ArcadiaAlive.com do not amount to any endorsement of that site by ARCADIA ALIVE LTD and any use of that site by you is at your own risk.

15. ArcadiaAlive.com content, including the information, names, images, pictures, logos and icons regarding or relating to ARCADIA ALIVE LTD, its products and services (or to third party products and services), is provided "AS IS" and on an "AS AVAILABLE" basis. To the extent permitted by law, ARCADIA ALIVE LTD excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. ARCADIA ALIVE LTD does not guarantee the timeliness, completeness or performance of the website or any of the content. While we try to ensure that all content provided by ARCADIA ALIVE LTD is correct at the time of publication no responsibility is accepted by or on behalf of ARCADIA ALIVE LTD for any errors, omissions or inaccurate content on the website.

16. Nothing in these terms limits or excludes ARCADIA ALIVE LTD's liability for death or personal injury caused by its proven negligence. Subject to the previous sentence, ARCADIA ALIVE LTD shall not be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of ArcadiaAlive.com regardless of the form of action.

17. ARCADIA ALIVE LTD do not warrant that functions available on ArcadiaAlive.com will be uninterrupted or error free, that defects will be corrected, or that ArcadiaAlive.com or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and

other security checks) to satisfy your particular requirements for the accuracy of data input and output.

General

18. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

19. The failure or delay of ARCADIA ALIVE LTD to exercise or enforce any right in these terms does not waive ARCADIA ALIVE LTD's right to enforce that right.

20. These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.

Contacting ARCADIA ALIVE LTD about these Terms of Use

Arcadia Alive Ltd
Parkfield House
Park Street
Stafford
ST17 4AL

Tel: 0845 2600 126

You can contact us by e-mailing: talk@Arcadia Alive Ltd



1. Our aim

We aim to offer quality consultancy and training, with a personal service, at a fair cost.

2. Our place of business and contact details

Our offices are at Parkfield House, Park Street, Stafford, ST17 4AL.

Our telephone number is 0845 2600 126 and our fax number is 01785 246 654.

You can also contact us by email on talk@arcadiaalive.com.

3. Communication between you and us

We hope to offer a friendly and efficient service. We will aim to communicate with you by such a method as you request. If you have any concerns with any aspect of our service please let us know. In this way we can improve our service to you and others by understanding and dealing with any issues that arise. If you are happy with our service, please say so as well!

The Data Protection Act requires us to advise you that your particulars are held on our database. We may from time to time use those details to send you information which we think might be of interest to you.

4. Fees and payment arrangements

Each course fee includes the full workshop training i.e. preparation, presentation and group facilitation, individual course documentation and summary course report. Each programme day is invoiced separately, unless otherwise agreed. Payment terms are 30 days from the date of invoice.

5. Cancellation of dates

Orders are accepted by email, fax or letter. Dates that have been booked and subsequently cancelled attract the following levies:

- 15-20 days before a course = 25% of the course fee + VAT
- 1-14 days before a course = 100% of the course fee + VAT

6. **Facilitators**

Arcadia Alive is dedicated to providing facilitator continuity. However we reserve the right to change facilitator if need be.

All our facilitators are continually assessed and regularly supervised and coached to ensure the highest level of quality at every intervention. Conversely, we put great value onto their feedback to us, about the content of programmes, the reactions of delegates and our internal administration.

7. **Venue**

The training will be held at a venue provided and paid for by the commissioning organisation, and the package shall include refreshments and lunch, unless otherwise agreed.

In our experience it has always been found beneficial for the training to take place outside the delegates' usual working environment, and for the location and food provided to be of quality. When this is not the case, we have found it to have adverse consequences on the delegates' motivation and their view of the company they work for.

8. Storage of data relating to you

For purposes of needs assessment, quality control or as part of our service package, we may collect and analyse data pertaining to our training, our facilitators and the

participants – mainly by way of confidential questionnaires and always with your prior agreement. This data is freely accessible to you for review for 6 months from the date of us collecting it, unless otherwise agreed. After that time we may dispose of the original data.

Unless otherwise agreed, your company name will also be added to the list of organisations Arcadia Alive has carried out work for, which may be used for promotional purposes.

Privacy Policy

1. Introduction and General Terms

Arcadia Alive Ltd is committed to protecting you and your family's personal information when you are using Arcadia Alive Ltd products and/or services. This Privacy Policy relates to our use of any personal information you provide to us through Arcadia Alive Ltd websites.

In order to provide you with the full range of Arcadia Alive Ltd products and services, we are sometimes required to collect information about you.

This privacy policy explains the following:

- what information Arcadia Alive Ltd may collect about you;
- how Arcadia Alive Ltd will use information we collect about you;
- when Arcadia Alive Ltd may use your details to contact you;
- whether Arcadia Alive Ltd will disclose your details to anyone else;
- your choices regarding the personal information you have provided to us;
- the use of cookies on Arcadia Alive Ltd website.

As set out above, Arcadia Alive Ltd is committed to safeguarding your personal information. Whenever you provide such information, we are legally obliged to use your information in line with all laws concerning the protection of personal information, including the Data Protection Act 1998 (these laws are referred to collectively in this Privacy Policy as the "data protection laws").

The websites contains hyperlinks to websites owned and operated by third parties. These third party websites have their own privacy policies, including cookies, and we urge you to review them. They will govern the use of personal information you submit or are collected by cookies whilst visiting these websites. We do not accept any responsibility or liability for the privacy practices of such third party websites and your use of such websites is at your own risk.

2. What information will Arcadia Alive Ltd collect about me?

When you sign up to participate in or receive a product and/or a service from Arcadia Alive Ltd. website, such as newsletters, live chats, telinar, webinar, message boards. We may ask for personal information about you. This can consist of information such as your name, e mail address, postal address, telephone or mobile number or date of birth.

By entering your details in the fields requested, you enable Arcadia Alive Ltd and its service providers to provide you with the products and services you select.

Arcadia Alive Ltd also uses cookies and collects IP addresses (an IP address is a number that can uniquely identify a specific computer or other network device on the internet). We use analysis software to look at IP addresses and cookies for the purpose of enhancing your user experience. This information is not used to develop a personal profile of you and the log files are regularly purged.

We also use your IP address to determine whether you are accessing the services from the UK or not.

3. How will Arcadia Alive Ltd use the information they collect about me?

Arcadia Alive Ltd will use your personal information for a number of purposes including the following:

- for "product and service administration purposes", which means that Arcadia Alive Ltd may contact you for reasons related to the product and/or service you have signed up for. (e.g. to notify you that a particular product or service has been suspended for maintenance);
- to contact you about a submission you have made to the websites, including any content you provide.
- IP addresses are used to identify the location of users, the number of visits from different countries and also to block disruptive use; and
- to analyse and improve the products and services offered by Arcadia Alive Ltd.
- to provide you with information about products and services offered by Arcadia Alive Ltd or Third parties we believe maybe of interest to you.

4. When will Arcadia Alive Ltd contact me?

Arcadia Alive Ltd may contact you:

- in relation to the functioning of any of the products and/or service you have signed up for in order to ensure that Arcadia Alive Ltd can deliver the product and/or services to you.
- in relation to any contribution you have made to Arcadia Alive Ltd e.g. on ArcadiaAlive.com message boards.
- to invite you to participate in surveys about Arcadia Alive Ltd products and/or services (participation is always voluntary).

5. Will Arcadia Alive Ltd share my personal information with anyone else?

We will keep your information confidential except where disclosure is required or permitted by law (for example to government bodies and law enforcement agencies) or as described in paragraph 7. Generally, we will only use your information within Arcadia Alive Ltd. However, sometimes Arcadia Alive Ltd uses third parties to process your information. Arcadia Alive Ltd will require these third parties to comply strictly with its instructions and Arcadia Alive Ltd will require that they do not use your personal information for their own business purposes.

7. Offensive or inappropriate content on Arcadia Alive Ltd website

If you post or send offensive, inappropriate or objectionable content anywhere on or to ArcadiaAlive.com, or otherwise engage in any disruptive behaviour on ArcadiaAlive.com, Arcadia Alive Ltd may use your personal information to stop such behaviour.

Where Arcadia Alive Ltd reasonably believes that you are or may be in breach of any of the laws of England or Wales (e.g. because content you have posted may be defamatory), Arcadia Alive Ltd may use your personal information to inform relevant third parties such as your employer, school e-mail/Internet provider or law enforcement agencies about the content and your behaviour.

8. What if I am a user aged 16 or under?

If you are aged 16 or under, please get your parent/guardian's permission before you provide personal information to Arcadia Alive Ltd's website. Users without this consent are not allowed to provide us with personal information.

9. How long will Arcadia Alive Ltd keep my personal information?

We will hold your personal information on our systems for as long as is necessary for the relevant product and/or service, or as long as is set out in any relevant contract you hold with Arcadia Alive Ltd.

When you contribute to ArcadiaAlive.com. Arcadia Alive Ltd will generally only keep your content for as long as is reasonably required for the purpose(s) for which it was submitted.

Some content submitted to or shared with Arcadia Alive Ltd may be retained for prolonged periods of time or potentially indefinitely in Arcadia Alive Ltd's Archive, which is true of News contributions which are published. There may also be rare instances where we will share your contribution with third parties in the interests of sharing best practice.

10. Can I find out what personal information Arcadia Alive Ltd holds about me?

Under the Data Protection Act you have the right to request a copy of the personal information Arcadia Alive Ltd holds about you and to have any inaccuracies corrected. (We charge £10 for information requests and will require you to prove your identity with 2 pieces of approved photographic identification.) We will use reasonable efforts to supply, correct or delete personal information about you on our files.

Please address requests and questions about this or any other question about this Privacy Policy to the Data Protection Officer, Arcadia Alive Ltd. Parkfield House, Park Street, Stafford ST17 4AL

11. What if I am accessing Arcadia Alive Ltd websites outside the UK?

www.ArcadiaAlive.com is published in the UK by Arcadia Alive Ltd. However all personal information submitted by you to the site goes directly to Arcadia Alive Ltd and will be processed in accordance with this Privacy Policy (and any local terms that apply on websites) unless terms on sites specify otherwise.

You should note that Arcadia Alive Ltd does place a number of cookies on www.ArcadiaAlive.com and may collect information about international users from these - please see paragraph 13 for more information about cookies

12. Changes to Arcadia Alive Ltd's Privacy Policy

This privacy policy may be updated from time to time so you may wish to check it each time you submit personal information to any Arcadia Alive Ltd. website. The date of the most recent revisions will appear on these pages.

13. Cookies Policy -Information Arcadia Alive Ltd collects from you

a. What is a cookie?

A cookie is a small amount of data, which often includes a unique identifier that is sent to your computer or mobile phone (referred to here as a "device") browser from a website's computer and is stored on your device's hard drive. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites. Many sites do this whenever a user visits their website in order to track online traffic flows.

Cookies record information about your online preferences and allow us to tailor the websites to your interests. Users have the opportunity to set their devices to accept all cookies, to notify them when a cookie is issued, or not to receive cookies at any time. The last of these means that certain personalised services cannot then be provided to that user and accordingly you may not be able to take full advantage of all of ArcadiaAlive.com features. Each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences.

During the course of any visit to ArcadiaAlive.com, the pages you see, along with a cookie, are downloaded to your device. Many websites do this, because cookies enable website publishers to do useful things like find out whether the device (and probably its user) has visited the website before. This is done on a repeat visit by checking to see, and finding, the cookie left there on the last visit.

b. How does Arcadia Alive Ltd use cookies?

Information supplied by cookies can help us to analyse the profile of our visitors and help us to provide you with a better user experience.

Arcadia Alive Ltd also use a number of independent measurement and research companies. They gather information regarding the visitors to Arcadia Alive Ltd sites on our behalf using cookies, log file data and code which is embedded on our website. Arcadia Alive Ltd uses this type of information to help improve the product and services it provides to its users.

14. Contacting Arcadia Alive Ltd about this Privacy Policy

If you have any questions or comments about this Privacy Policy please contact;

*The Data Protection Officer
Arcadia Alive Ltd
Parkfield House
Park Street
Stafford
ST17 4AL*

Refunds Policy

This page describes our policy on refunds. Our refunds policy does not affect your statutory rights.

Some notes about refunds:

- When you send your item back to us we'll process the returned item then notify you via e-mail of your refund. You can expect a refund in the same form of payment originally used for purchase within three weeks of our receiving your return.

Our Returns Centre will guide you through our Returns Policy and provide you with a printable, personalised return label.

How Refunds Are Calculated

Items returned because they are damaged, defective or incorrect

If you are returning an item because of an error on our part or, in accordance with our returns policy, because it is damaged or defective, we will refund the delivery charges incurred in sending the item to you and pay your costs of returning it to us (either via a personalised pre-paid return label, or by refunding your return postage costs).

ArcadiaAlive.com will check all items returned as damaged or defective. In the event we find no fault, we reserve the right to re-charge you for the item/s and to recover our fees and expenses from you.

Items returned within the seven-day cooling off period

By law, customers located in the European Union also have the right to withdraw from the purchase of an item within seven working days of the day after the date the item is delivered. For more information see Your Statutory Rights.

Where you are withdrawing from your purchase within the seven working day cooling-off period, and there has been no error on our part, we will refund the cost of the item and the cost of sending the item to you as follows:

- where you are returning an item that was part of a larger order, we'll refund the per-item charge for delivery that you incurred
- where you are returning an entire order, we'll refund applicable per-item delivery charges and the per-delivery charge that you incurred
- we will refund only standard (Airmail) postage charges for items delivered outside the UK
- where we collect an item from you, we reserve the right to recover the costs of collection from you.
- if you use a personalised pre-paid return label, we will deduct the return postage from your overall refund.

We will not refund your costs in returning the item to us and other services provided to you in connection with your purchase unless you return the item to us because of an error on our part or because it is defective.

Items returned under the 30-day or 14-day returns guarantee

Where you are withdrawing from your purchase between seven and 30 days after delivery, and there has been no error on our part, we will refund only the cost of the item. We will not refund the cost of delivery or other services provided to you in connection with your purchase. If you use a personalised pre-paid return label, we will deduct the return postage from your overall refund.

Note: personalised pre-paid return labels are not available for all UK delivery addresses, and they are not available for delivery addresses outside the UK. The Returns Centre will automatically generate the appropriate return label.

Your Statutory Rights

Cooling-off Period

Purchases

At ArcadiaAlive.com we want you to be delighted every time you shop with us. Occasionally though, we know you may want to return items. That's why under our 30-day returns guarantee, if for any reason you are unhappy with your purchase, you can return it to us in its original condition within 30 days of the date you received the item.

By law, customers in the European Union also have the right to withdraw from the purchase of an item within seven working days of the day after the date the item is delivered. This applies to all of our products except for digital items (eg: e-Books) where the item has been downloaded.

To cancel your purchase within the seven-working-day cooling-off period, please visit our Returns Centre and print out a personalised return label for your item, giving the reason for the return as "I just don't want it anymore". Please package the relevant item(s) securely and send it to us using the personalised return label so that we receive it within seven working days of the day after the date that the item was delivered to you.

Please note that we cannot accept returns if you deliver them to us by hand.

For your protection, we recommend that you use a recorded-delivery service if the value of the return is more than 50 GBP.

Please note that you will be responsible for the costs of returning the items to us unless we delivered the item to you in error, or if the item is damaged or defective. If we do not receive the item back from you with the delivery slip, we may arrange for collection of the item from your residence at your cost.

You should be aware that once we begin the delivery process you will not be able to cancel any contract you have with us for additional services carried out by us.

As soon as we receive notice of your cancellation of this order, we will refund the relevant part of the purchase price for that item together with the item's normal postage charge. For more information on your right to withdraw from your purchase within the seven working day cooling-off period, visit the Department of Trade and Industry's website at:

<http://www.dti.gov.uk/consumers/buying-selling/distance-selling/index.html>

Other statutory rights

For more information about your other statutory rights, please visit the Department of Trade and Industry's Consumer Gateway website at: <http://www.consumerdirect.gov.uk/>