



Unchosen Terms and Conditions

- The policy describes Unchosen terms and conditions regarding Unchosen on-line shop.
- The policy includes limitation of liability and intellectual property clauses relating to Unchosen products and services.
- The policy describes products, warranties, payment and delivery.

Unchosen is committed to protecting and respecting your privacy.

The following terms and conditions apply to all orders for the purchase of goods from the Unchosen online shop.

This policy (together with [Unchosen Privacy Policy](#) and [Unchosen Code of Conduct](#)) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting Unchosen website and/or registering at Unchosen shop you are accepting and consenting to the practices described in this policy.

All our profits go to support office costs and awareness-raising campaigns.

Unchosen, Easton Business Centre, Felix Road, Bristol BS5 0HE.

Unchosen is a Company limited by guarantee and registered in England: Number 07014345

Registered Charity: Number 1139721

Registered address: Mailbox 526, 179 Whiteladies Road, Clifton, Bristol BS8 2AG

Our contract

If you place an order online to purchase a product from Unchosen we will send you an e-mail confirming receipt of your order and containing the details of your order. You warrant that you are legally capable of entering into binding contracts and that you are at least 18 years old.

Intellectual property

The copyright and other intellectual property rights in all material on Unchosen website are owned by Unchosen unless otherwise stated. All rights are reserved. Any unauthorised copying, editing, hiring and lending is strictly prohibited without the written consent of Unchosen.

Once you have acquired an Unchosen film or DVD, you cannot rip it, make copies, sell them or distribute them. You can, however, screen Unchosen films at public events, presentations, lectures, trainings or meetings. Unchosen would appreciate if you would take our surveys for monitoring purposes.

You cannot do the following without our written permission:

- **Embed an Unchosen film or film programme in your website or intranet;**
- **Use our films in your e-learning or training package;**
- **Prepare a derivative work;**
- **Use our images or film stills.**

If you do this without permission you are breaching the law.

However, Unchosen works in partnership with many organisations, and we are very happy to give permission for intranet embedding or e-learning usage – although this tends to carry a separate license fee.

Please get in touch with our team to discuss your licensing needs at info@unchosen.org.uk

In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

For more information about intellectual property and copyright, see the UK [Copyright, Designs and Patents Act 1988](#).

Disclaimer and limitation of liability

Unchosen does its best to ensure that all information on the website is accurate. If you find any inaccurate information on our website please let us know by sending an email to info@unchosen.org.uk and we will correct it, where we agree, as soon as practicable. Unchosen cannot accept liability for the accuracy of all content at any given point on time.

Unchosen makes every effort to ensure that its computer infrastructure is error- and virus-free but does not warrant that any material available for downloading from the website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks to satisfy your particular requirements for the accuracy of data input and output.

Unchosen shall not be liable (whether under contract, tort (including negligence) or otherwise for

- a) Losses that were not caused by our breach of these Terms;
- b) Any loss or damage that was not, at the time the relevant contract with you was formed, a reasonably foreseeable consequence of Unchosen breaching these Terms;
- c) Losses relating to any business of yours, loss of profits, loss of opportunity; loss of revenues; loss of goodwill; loss of reputation, loss of anticipated savings;
- d) Indirect and consequential loss; or
- e) Loss of data stored on the device, or inability to access data.

Nothing in these Terms and Conditions is intended to exclude or limit Unchosen's liability for

- a) Death or personal injury;
- b) Fraud;
- c) Fraudulent misrepresentations;
- d) Any implied terms as to title which cannot be excluded or limited by law; or
- e) Any liability that cannot be excluded or limited by law.

If you are a customer, nothing in this section affects your legal rights.

Age-restricted material

We do not sell products for purchase by children although we sell products that can be watched and used by minors. Please note the British Board of Film Classification rating on all our films.

Registration for access to Unchosen shop is open to individuals who are 18 years of age or older (or the legal age majority in your country).

Your account

You can open an account at Unchosen Shop by choosing a unique account name and password and entering information that we ask upon our registration form such as (but not limited to) personal data (i.e. first name, last name, email, telephone number, delivery address, organisation and role, age and gender) and sensitive personal data (i.e. ethnicity).

Personal data is used to deliver the goods and sensitive personal data is used on an anonymity basis to report back to our funders on the usage and impact of Unchosen material. Monitoring of how our goods are used is central to Unchosen's ongoing work and survival.

As part of our terms and conditions, on registration you agree to be contacted via e-mail when you will be asked to fill in a survey about your experience of using the Unchosen resources that you purchased. This will happen one month and six months after each order, with another follow up one year afterwards by either phone or e-mail. Again, this monitoring means Unchosen can develop and improve our services in the future, and it helps to guarantee our funding. If you'd like to unsubscribe from our monitoring, please contact info@unchosen.org.uk.

The data collected is recorded and analysed only by Unchosen. The information will not be passed on to another party, will not be used for marketing purposes and is protected under the Data Protection Act 1998. You shall ensure that the details provided at registration are accurate and up to date. Please refer to our records management clause in [Unchosen Privacy Policy](#).

There are no set-up charges for opening your account.

Once you have registered you will receive an email with you user name and any account details. You must remember your own password or reset it.

You must not use any Unchosen service:

- a) In any way that causes, or is likely to cause any Unchosen service, or any access to it to be interrupted, damaged or impaired in any way; or
- b) For fraudulent purposes, or in connection with a criminal offence or under unlawful activity; or
- c) To cause annoyance, inconvenience or anxiety.

We reserve the right to refuse service, terminate accounts or remove content if you are in breach of applicable laws, these Terms and Conditions or any applicable terms and conditions, guidelines or policies.

Cancellation of an account

You may terminate this contract and close your account by providing Unchosen with a written notice which you will send by email to info@unchosen.org.uk.

You agree that Unchosen may terminate this contract for good cause at any time and without notice.

Good cause shall include, but is not limited to:

- a) Your use of the account for illegal, obscene, or fraudulent purposes or for any purpose prohibited by law;
- b) Your failure to pay monies owed to Unchosen when due; and
- c) Your violation of any provision of these Terms and Conditions.

Account security

You must ensure that your password is kept secure and confidential and not revealed to any other person. You acknowledge that you are entirely responsible for your password and must notify Unchosen immediately of any unauthorised use of your Account and/or password or any other breach relating to your Account. You acknowledge and agree that Unchosen accepts no responsibility for any loss or damage occurring as a result of the fraudulent use of a password, and you release Unchosen from all claims arising from unauthorised use of your password.

All orders are processed via a secure server (SSL).

We do not retain or store any credit card information on our servers or at our place of business. All credit card information that is used to purchase products from Unchosen shop is processed and stored by PayPal on their secure servers.

Description of the goods

We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the website are correct at the time when the relevant information was entered onto the system.

Digital products

Unchosen digital rights management implies that a digital product is physically secured by restricting its use outside these Terms and Conditions. You will respect and deploy all copyrights stated in the intellectual property clause above.

Once you have purchased downloadable items, you will be able to immediately download them. You can download each item up to five times.

A digital product such a film or a DVD download cannot be returned.

Price and payment

The price of the goods will be set out in your order. Our prices may change at any time. The prices quoted on our website are in Pounds Sterling. Payments must be made to us in Pounds Sterling and any refunds will be issued in Pounds Sterling. We do not accept liability for fluctuations in the exchange rate, which may affect any refund if you are based outside of the UK.

If you are ordering goods which require delivery, those delivery costs (shipping) will be added to your order when you select a delivered, rather than downloaded, item.

Payment for goods on our online shop can be made via PayPal. Please visit PayPal website for information on their [terms and conditions](#).

A contract is formed each time an order is accepted by us. Acceptance of an order will take place when we receive payment in cleared funds for the order and we provide you with confirmation of acceptance of payment or on dispatch of the order for delivery, whichever is the earliest.

Availability

The supply of goods from Unchosen website is subject to availability and it is not always possible for us to inform you at the time you place your order whether the goods you want are still available for purchase. In the case of this happening a carefully selected alternative may be sent, or a refund may be given.

We reserve the right to withdraw a product from sale at any time. In such an event we will refund any monies paid by you in respect of such withdrawn products.

Delivery

Unchosen team aim to dispatch all items within **seven working days of your order** being received. We make every effort to deliver goods within the estimated timescales; however delays are occasionally inevitable due to unforeseen factors. Unchosen shall be under no liability for any delay or failure to deliver the products within estimated timescales.

Deliveries charges will be shown in the order summary page of our website or otherwise notified to you by a member of Unchosen team and vary depending on your address and the weight of the parcel.

We will deliver the goods to the delivery address given in your order.

The goods will be your responsibility from the completion of delivery.

NB: Poster and Postcard Orders with Logo:

Please note that the following T&Cs apply to orders of Unchosen Poster and Postcards with your company /organisational logo:

- Your order will be delivered within 7-14 days of your initial online order. Please note that this is dependent on how quickly we receive your logo from you or your colleagues.
- Our designer will add your logo to your order, and send it back to you for approval. After you receive this initial design, we are happy to amend your order twice. Please note that further amends after the first two will carry a cost of £10 per amend.
- Once you have approved the design via e-mail, that design is final and will be sent to you directly from our printers. We cannot amend the design once it has been finally approved by you.

Customs fees & charges for overseas delivery

Orders that are shipped overseas may be subject to custom duties, and these are not included in the purchase price. As the buyer, you're responsible for these charges - unfortunately we have no control over them and cannot predict what they may be. Customs policies vary widely from country to country. If you'd like any further information, you should contact your local customs office.

Cancellation and returns

We offer a 21-day no quibbles returns policy (or 31 days for overseas returns), which begins from the date you received the goods. If you contact us outside of the 21-day period we will not refund the order (unless defective/damaged). All unwanted goods should be returned in a reusable condition. This does not affect your statutory rights. For more information on your statutory rights please visit www.consumerdirect.gov.uk.

When you send your item back to us we will process the returned item and offer you the choice of a replacement or a refund.

If you request a refund we will refund the full price of the goods.

You will receive notification via e-mail of your refund. You can expect a refund in the same form of payment originally used for purchase.

Digital products are not returnable.

If you wish to contact us about returns or to make a complaint please contact info@unchosen.org.uk.

Promotions

Unchosen may, from time-to-time, run promotions and these may take the form of money off offers, prize draws or competitions. The particular form of promotion will be described and full details set out, including the period of time during which each promotion will run, in our social communication channels (emails, website, Facebook, Twitter and Unchosen newsletter).

Unless otherwise indicated, participation in each promotion is open to all our service users (not only our shop subscribers but also our partners, i.e. other organisations combating Modern Slavery) but is limited to one promotion per person, household, address or organisation to whom we send the promotion communication. We reserve the right to restrict participation in certain promotions to participants who fulfil specific requirements. Where a promotion permits multiple participants, we reserve the right, in our sole discretion, to limit the number of participants.

Unless otherwise indicated, the promotion is intended for the addressed recipient and cannot be transferred. If you are not the intended recipient then the offer is null and void.

Participation in any promotion is voluntary.

Alteration of service or amendments to the conditions

We reserve the right to make changes to our website, policies, and these Terms and Conditions at any time. You will be subject to the policies and Unchosen Terms 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 are 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.

Governing law and jurisdiction

These conditions are governed by and construed in accordance with the laws of the England and Wales. You agree, as we do, to submit to the exclusive jurisdiction of the English courts. English is the only language offered for the conclusion of the contract.

Waiver

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