



STREET STREAM - CUSTOMER TERMS & CONDITIONS

BACKGROUND

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.streetstream.co.uk ("our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using our Site immediately.

1. INFORMATION ABOUT US

Our Site is owned and operated by Jasmine Technologies Limited a company incorporated in England and Wales with registered number 08838303 whose registered office is at 11 Claylands Place, London, SW8 1NL ("we/us/our").

2. ACCESS TO OUR SITE

2.1 Access to our Site is free of charge.

2.2 It is your responsibility to make any and all arrangements necessary in order to access our Site.

2.3 Access to our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if our Site (or any part of it) is unavailable at any time and for any period.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, our Site (“Content”) the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

3.2 You may not reproduce, copy, distribute, sell, rent, sub-license, store, or in any other manner re-use Content from our Site unless given express written permission to do so by us.

3.3 You may:

3.3.1 Access, view and use our Site in a web browser (including any web browsing capability built into other types of software or app);

3.3.2 Download our Site (or any part of it) for caching;

3.3.3 Print pages from our Site;

3.3.4 Download extracts from pages on our Site; and

3.3.5 Save pages from our Site for later and/or offline viewing.

3.4 Our status as the owner and author of the Content on our Site (or that of identified licensors, as appropriate) must always be acknowledged.

3.5 You may not use any Content saved or downloaded from our Site for commercial purposes without first obtaining a licence from us (or our licensors, as appropriate) to do so.

3.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 ‘Acts Permitted in Relation to Copyright Works’, covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

4. LINKS TO OUR SITE

4.1 You may link to our Site provided that:

4.1.1 You do so in a fair and legal manner;

4.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on our part where none exists;

4.1.3 You do not use any logos or trademarks displayed on our Site without Our express written permission; and

4.1.4 You do not do so in a way that is calculated to damage our reputation or to take unfair advantage of it.

4.2 You may not link to any page other than the homepage of our Site. Deep-linking to other pages requires our express written permission.

4.3 You may not link to our Site from any other site the main content of which contains material that:

4.3.1 is sexually explicit;

4.3.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;

4.3.3 promotes violence;

4.3.4 promotes or assists in any form of unlawful activity;

- 4.3.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
- 4.3.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- 4.3.7 is calculated or is otherwise likely to deceive another person;
- 4.3.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
- 4.3.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.3);
- 4.3.10 implies any form of affiliation with us where none exists;
- 4.3.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or
- 4.3.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

5. LINKS TO OTHER SITES

Links to other sites may be included on our Site. Unless expressly stated, these sites are not under our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

6. DISCLAIMERS

6.1 Nothing on our Site constitutes advice on which you should rely. It is provided for general information purposes only.

6.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

6.3 We make reasonable efforts to ensure that the Content on our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

7. OUR LIABILITY

7.1 To the fullest extent permissible by law, we accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) our Site or the use of or reliance upon any Content included on our Site.

7.2 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to our Site or any Content included on our Site.

7.3 If you are a business user, we accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

7.4 We exercise all reasonable skill and care to ensure that our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of our Site (including the downloading of any Content from it) or any other site referred to on our Site.

7.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

7.6 Nothing in these Terms and Conditions excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

7.7 We will not accept liability in the following circumstances:

7.7.1. Items which may suffer loss, damage, deterioration or depreciation caused by variation in temperature (unless caused by an accident to the conveying Vehicle);

7.7.2. Goods which suffer any mechanical, electronic or electrical derangement unless caused by external means;

7.7.3. Loss or damage caused by defective or inadequate packing; insulation or labelling; shortage in weight, evaporation or ordinary leakage; deliberate abandonment of the Goods or other property; vermin, wear, tear or gradual depreciation; inherent vice;

7.7.4. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event:

- a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, riot, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- b) Terrorism, which is defined as any act or acts including but not limited to the use or threat of force or violence or harm or damage to life or property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear, chemical, biological or radioactive means, caused or occasioned by any person or group of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes;
- c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

7.8 We will not accept liability for the collection or delivery of the items set out in Schedule 1, which comprises our excluded items list.

7.9 You are prohibited from using the courier service for the collection and delivery of any and all items which are illegal to carry or transport or which, in our reasonable opinion, may potentially be hazardous or dangerous to the courier or the general public. Such items are set out in Schedule 2, which is a non-exhaustive list and which comprises our prohibited items list.

8. VIRUSES, MALWARE AND SECURITY

8.1 We exercise all reasonable skill and care to ensure that our Site is secure and free from viruses and other malware.

8.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

8.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via our Site.

8.4 You must not attempt to gain unauthorised access to any part of our Site, the server on which our Site is stored, or any other server, computer, or database connected to our Site.

8.5 You must not attack our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

8.6 By breaching the provisions of these terms you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use our Site will cease immediately in the event of such a breach.

9. ACCEPTABLE USAGE POLICY

9.1 You may only use our Site in a manner that is lawful. Specifically:

9.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;

9.1.2 you must not use our Site in any way, or for any purpose, that is unlawful or fraudulent;

9.1.3 you must not use our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and

9.1.4 you must not use our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

9.2 We reserve the right to suspend or terminate your access to our Site if you breach the provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

9.2.1 suspend, whether temporarily or permanently, your right to access our Site;

9.2.2 issue you with a written warning;

9.2.3 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

9.2.4 take further legal action against you as appropriate;

9.2.5 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

9.2.6 any other actions which we deem reasonably appropriate (and lawful).

9.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that we may take in response to breaches of these Terms and Conditions.

10. CUSTOMER USE

10.1 As a customer, it shall be your responsibility to ensure the following:

10.1.1 that all items are properly and securely packaged;

10.1.2 that all information provided to us is complete and accurate, including, but not limited to, number of items, address details, size and weight of items, telephone numbers and all such other descriptions required for us to carry out our service.

10.1.3 that, in relation to any items which may be damaged or broken upon receipt, photographic evidence is taken and sent to us within 7 business days in order that we may assess the damage.

10.2 We will not accept liability for any loss, mis-delivery, non-delivery or delayed delivery or of damage to any items which do not comply with clause 10.1.1 – 10.1.2 above.

11. COLLECTIONS AND DELIVERIES

11.1 All collection and delivery dates and times are an estimate only and, whilst we will use our best endeavours to collect and deliver items within the customer's chosen time slot, this is not guaranteed and should not be relied upon to be binding.

11.2 The following fees will be automatically triggered in the following circumstances:

11.1 11.2.1 50% of the full fee where a courier has arrived for collection and cannot carry an item due to an incorrect description being entered;

11.2 11.2.2 50% of the full fee where a courier has arrived within the customer's chosen time slot and, after 15 minutes from the time of arrival, the items are either not ready for collection or there has been no response from the collections contact (despite reasonable attempts to make contact);

11.3 11.2.3 50% of the full fee where a service has been cancelled after a courier has been booked; and

11.4 11.2.4 100% of the full fee where a delivery address is required to be changed after a courier has been booked.

12. TRADE CREDIT

12.1 At our full discretion, you may apply for trade credit

12.2 You will be required to sign a Direct Debit mandate, except at our discretion

12.2 These trade credit terms and conditions shall apply to all transactions from which you are supplied with our service on credit.

12.3 We reserve the right at all times and in reasonable circumstances to:

- a) withdraw or suspend credit facilities to you without notice;
- b) to terminate your credit account if necessary;
- c) set credit limits on the account as we see fit;
- d) withhold further credit at our discretion.

12.4 You will be invoiced for fees due for our services in accordance with this clause

12.5 All payments required to be made by you shall be made within 7 days of the date of the relevant invoice (the "due date".)

12.6 Payments from clients with an active Direct Debit mandate will be collected on the due date.

12.7 Any such alterations to this payment term shall be agreed in writing between us.

12.8 All payments required to be made pursuant to these terms shall be made in Pound Sterling in cleared funds to such bank as we may nominate.

12.9 You agree and acknowledge that, at our absolute discretion, a fee of 2% per day will be levied on any or all amounts in default of the agreed terms as set out in this clause

13. PRIVACY AND COOKIES

Use of our Site is also governed by Our Cookie and Privacy Policies which can be accessed by clicking on our [Cookie Policy](#). These policies are incorporated into these Terms and Conditions by this reference.

14. CHANGES TO THESE TERMS AND CONDITIONS

14.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

14.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

15. CONTACTING US

To contact us, please email us at info@streetstream.net

16. COMMUNICATIONS FROM Us

16.1 If we have your contact details, we may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.

16.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 2 business days for us to comply with your request. During that time, you may continue to receive emails from us.

16.3 For questions or complaints about communications from us (including, but not limited to marketing emails), please contact us at info@streetstream.net.

17. Data Protection

17.1 Any and all personal information that we may collect will be collected, used and held in accordance with our [Data Protection Policy](#).

18. LAW AND JURISDICTION

18.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales

18.2 Any disputes concerning these Terms and Conditions, the relationship between you and us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

SCHEDULE 1: EXCLUDED ITEMS

- Living & dead creatures
- Bullion
- Cash and cash like instruments including bank notes, specie and unnamed cheques
- Bonds, treasury notes and other securities
- Stamps
- Prepaid phone cards and similar
- Negotiable instruments
- Precious metals (unless part of a piece of jewellery)
- Precious stones (unless part of a piece of jewellery)
- Cigarettes and other tobacco.
- Data stored in writing in any format, whether hard copy or electronically, with contents including but not limited to names, addresses, bank details, signatures and dates of birth is entirely at the Customer's risk.

SCHEDULE 2: PROHIBITED ITEMS

- Explosives including fireworks
- Pornographic materials
- Illegal drugs or any other contraband
- Weapons, Arms, Ammunition or associated parts, accessories, materials, ingredients or technology, including deactivated and replica weapons
- Blades of any kind longer than 1.5 inches
- Dangerous power tools such as chain saws
- Flammable materials
- Dangerous chemicals
- Dangerous biological agents
- Any item packaged in a hazardous or dangerous box