

TERMS & CONDITIONS

These terms and conditions apply to your use of this Website and orders made on the Websites. By accessing this Website and/or placing an order on any of the Websites, you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions, do not use or access this Website. Before you place an order, if you have any questions relating to these terms and conditions please contact our Customer Service team on 0800 0858 858 between 8:00 am and 5:00 pm Monday to Friday (excluding bank holidays). All calls to Customer Services will be charged at the local rate (BT users only, other network charges may vary). Inbound and outbound calls may be recorded for quality monitoring and training purposes.

You may also wish to review our Refunds and Returns Policy and our Cookies Notice.

1. DEFINITIONS

“Conditions” means these terms and conditions together with any terms and conditions in the Product Description.

“Product” means any of our products displayed for sale on the Website.

“Product Description” means that part of the Website where certain terms and conditions in respect of the individual Product are provided.

“Users” means the users of the Website collectively.

“Personal Information” means the details provided by you on placing an order.

“We”, “us” and “our” means Philip Morris Limited, a company incorporated in England and Wales with registration number 06622136 and with offices at 10 Hammersmith Grove, London, W6 7AP.

“Websites” means the websites located at www.vividvapours.com and any one of them, and any subsequent URL which may replace them.

“Cookies” means small text files which our Websites place on your computer’s hard drive to store information about your shopping session and to identify your computer.

“United Kingdom” means England, Wales, Scotland and Northern Ireland.

“You” means a user of this website.

2. ACCESSING OUR WEBSITES

Your access to this Website is granted in accordance with these Conditions. Any orders you place on this website are made subject to these Conditions.

We reserve the right to:

modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website;

Change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website; and/or

Block access to the Website or any part of it to all or specific users if we suspect breach of these Conditions or fraudulent activity.

3. USE OF NICOTINE PRODUCTS

Our products are designed for adult smokers and adult e-cigarette users only. Many of our products contain nicotine which is a highly addictive substance. Nicotine-containing products should not be used by pregnant or breastfeeding women or persons in ill health. Our products are not for sale or use by those under 18 years old, and generally, all e-cigarettes and nicotine-containing products should be kept out of reach of children. Whilst we ensure our products are made to high standards, you acknowledge that you use our products at your own risk.

7. BUSINESS USE

We've selected our products on the basis that they will be used for domestic use only. If you are planning to use them for business purposes, please make sure that you are covered by the appropriate insurance. Where you decide to use the products in the course of business, we exclude (to the fullest extent permitted by law) all implied warranties and conditions including those relating to fitness for a particular purpose. Our maximum liability for business users arising out of or in connection with the products shall be limited to the replacement value of the product in question (except in the case of death or personal injury caused by our negligence). In relation to business users, we do not accept liability for loss or use of the item nor any loss over and above the cost of the item in the event of a claim for breach of warranty or condition.

8. THIRD PARTY LINKS

Sometimes we will link to other, third party websites or resources, which we will take reasonable care to select. You acknowledge and agree that by accessing such links and resources, you have chosen to enter the linked website. We are not responsible for the content, availability or practices of such external sites or resources and you access and use them at your own risk.

9. RECOMMENDATIONS

As part of your Website experience, we may use Cookies to offer recommendations to you of products you may like based on your past purchases, top sellers, ratings and products you have recently viewed. We may also compare your interests and buying habits with the interests and habits of other customers, to show you relevant products. Also see our Cookies Notice

We take reasonable care to ensure our recommendations are in line with your behaviour as a customer on our Websites. Details of the products we recommend - such as price - are correct at the time recommendations are originally made to you, but can be subject to change without notice.

10. PERSONAL INFORMATION

Also see our Cookies Notice and Privacy Policy

On the Websites, and when you place an order, we may ask to collect certain Personal Information from you such as your name, e-mail address, billing address, delivery address, telephone number, product selections, credit card or other payment information and a password. We may also collect, and our third party providers of advertisements and content may collect, information about where you are on the internet (e.g. the URL you came from, IP address, domain types like .co.uk and .com), your browser type, the country and telephone area code where your computer is located, the pages of our website that were viewed during your visit, the advertisements you clicked on, and any search terms that you entered on our website ("User Information"). We may collect this information even if you do not register with us.

You warrant that the Personal Information which you provide to us on the Websites is true, accurate, current and complete in all respects. You should notify us promptly of any changes to your Personal Information by updating your details whilst logged in to our Websites, or by contacting our Customer Service team by email, or by calling us on 0800 0858 858 between 8 am and 6:30 pm Monday to Friday (excluding bank holidays).

11. ELIGIBILITY CRITERIA

This Website is not for use by anyone under the age of 18. If you are aged under 18, you may not access any the Websites. The products offered for sale on these Websites are intended only for those aged 18 or over. Products may not be purchased by or for anyone under the age of 18.

Vivid is committed to upholding both its legal and social obligations as a retailer of nicotine containing products. To achieve this we have a number of control checks throughout the purchase and physical distribution process. For example, we may request your date of birth when the order is placed, and/or validate name, address and other personal information supplied by you during the order process against appropriate third party databases. In accepting these Conditions you agree to provide Vivid truthful and accurate information.

12. INTELLECTUAL PROPERTY

You acknowledge and agree that all intellectual property rights in all material or content supplied as part of the Websites or any one of them, including all copyright, trademarks and other intellectual property, remains at all times vested in us or our licensors. You are allowed to use this material only if and as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only. You may (if necessary to make a purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You may not directly or indirectly copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of material and content supplied on the Websites.

13. COMPLIANCE WITH LAWS

You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

14. LIABILITY

We use reasonable endeavours to verify the accuracy of any information we place on the Website. However we make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer, nor does it affect your cancellation rights.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for: any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

Once products have been delivered, we accept no responsibility in the event of theft or misuse of the products. It is your responsibility to ensure that the products are used by persons aged 18 or over.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of any order you place and any related payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Websites.

Nothing in this clause shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

15. SEVERANCE

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

16. WAIVER

No waiver by us shall be construed as a waiver of any prior or following breach of any provision of these Conditions.

17. SURVIVAL

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

18. ENTIRE AGREEMENT

These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. Your statutory rights are not affected by these terms and conditions. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

19. LAW

The Conditions shall be governed by and construed in accordance with the laws of England. You irrevocably submit to the exclusive jurisdiction of the courts of England for disputes arising from or related to these Conditions.

20. CONTACT

For any queries regarding our service, please contact us via email at info@vividvapours.com, phone on 0800 0858 858 between 8:00 am and 5:00 pm Monday to Friday (excluding bank holidays) or post at the address below.

Our company details are:

Philip Morris Limited

Registered office: 10 Hammersmith Grove, London, W6 7AP

Registered in England. Company registration number: 03619145

VAT no: GB 548184617