# **Sherborne Publications Ltd terms and conditions**

If you do not agree with any part of these terms and conditions do not place an order.

# 1. Contracting Party

Your subscription or purchase contract will be fulfilled by Sherborne Publications Limited, a company registered in England under registered number **2652964**, whose registered office is at **Marquis House, 68 Great North Road, Hatfield, Hertfordshire, AL9 5ER**.

# 2. Subscription or purchase

When you click to submit your order online, or you post or telephone us with details of your order, you are making an offer to take out a subscription or purchase which if accepted by us, will result in a binding contract.

If placing your order on-line your credit/ debit card will be debited when you click submit.

# 3. Right to refuse orders

We reserve the right not to accept or process your order for any reason. All orders are subject to validation checks and authorisation by your payment card issuer. If we do not accept your order and your credit/debit card has already been debited, we will notify you and refund your card in full immediately.

We reserve the right not to fulfil and to cancel orders:

**3.1** in the event of obvious inaccuracies in prices, except that we may fulfil your order at the correct price;

**3.2** if we are unable to obtain payment authorisation from the issuer of your payment card.

# 4. Delivery

We will deliver the magazines or products to the address you notify to us when you place your order. You agree that we will not be responsible for failure to deliver the magazines or products if you have supplied us with an incorrect address. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund you or any other person if they are returned to us and despite efforts to contact you we do not receive correct address details.

# 5. Delay in delivery and non-delivery

We will not be liable to you for any delay in delivery or non-delivery of magazines or products in the following circumstances:

**5.1** where the issuer of your payment card refuses to authorise payment to us;

**5.2** where such delay or failure is due to circumstances beyond our control or the control of our sub-contractors and agents.

# 6. Returns policy: your right to cancel your order

Under the United Kingdom's Distance Selling Regulations, you have the right to cancel your subscription or purchase up to seven working days after the order was placed for a full refund.

Please note that if any goods have been dispatched within the seven working day period you will be responsible for the cost of returning the item within seven days of having received the item. Also the item must be returned in original condition.

# 7. Cancellations and refunds

You may cancel your subscription or purchase contract at any time during the subscription or purchase by notifying us. See contact details below. We will refund you the cost of the issues not yet issued to you at the time you notify us of your wish to cancel. Please note: all credit card refunds will be issued in sterling. Your Credit Card company will convert the sterling amount into your local currency and may charge an additional fee for completing the transaction.

# 8. Price information

Prices displayed on the subscriptions section of the website will prevail at all times in relation to orders placed on-line. Prices quoted on screen include delivery charges and taxes (where applicable).

You either make a one-off payment for a one year subscription or purchase or make ongoing direct debit payments for any other subscription or purchase term. If you make ongoing direct debit payments we reserve the right to increase our prices at any time but will notify you in writing with at least 10 days notice of any such price increase.

Although we try to ensure that all prices are accurate, errors may occur. If we discover an error in the price of your order, we will inform you as soon as possible. You will have 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. We will refund you in full if you cancel the order and have already paid.

# 9. Credit card payment

If you are under 18 or are not using your own credit/debit card to pay for the subscription or purchase, you must ask the permission of the credit/debit card holder before entering the payment details. By clicking "Submit" you are confirming that you have obtained the express prior permission of the credit/debit card holder.

# 10. Liability

Our liability to you in the event of magazines or products being lost in despatch shall at our discretion, be limited either to replacement of the missing issues or refund of the cost of the missing issues. These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

# 11. Third party rights

A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

# 12. Use of personal information

We use the personal and transactional information (e.g. name, address, e-mail address, credit card details) ("Personal Information") you supply to us in order to fulfil your subscription or purchase order.

On the online order form we will ask you about receiving details which may be of interest to you. You should tick the relevant boxes to indicate whether or not you wish to receive such information.

#### 13. Unauthorised access to personal information

Unless a member of our staff has been fraudulent or negligent, we will not be liable to you for any losses you may suffer as a result of unauthorised access by a third party to the information (including in particular credit/debit card details) you transmit when you place an order. It is your responsibility to ensure the security of your own credit/debit card details to avoid unauthorised use.

# 14. Subscription rates

All credit cards will be debited in Pounds Sterling by your bank or building society on behalf of Sherborne Publications.

# 15. Governing law and jurisdiction

These Terms and Conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

# 16. Entire agreement

These Terms and Conditions override any contrary terms or conditions published by us in relation to any order placed by you with us.

# 17. Queries

If you have any queries or comments about your subscription or purchase please phone **020 7819 1171** (during office hours) or write to **PO Box 42184,** *London SW8 2WD* 

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