

TERMS AND CONDITIONS

1. INTRODUCTION

Please read these terms and conditions carefully before using the 'www.personalnovel.co.uk' website, which is operated by Jan-Christoph Goetze, trading as PersonalNOVEL, of 90 Long Acre, Covent Garden, London WC2E 9RZ, United Kingdom.

By accessing and/or using this website, you agree to be legally bound by these Conditions.

If you have any other queries on how to use this site, please phone +44 (0)207 / 183 7172 (lines open Monday to Friday from 9:00 – 17:00). You can also email us at service@personalnovel.com with a brief outline of your problem.

Details of procedures, products, services, prices, payment and delivery are displayed on this Website. If you choose to place an order, you will be given clear instructions on how to navigate our simple online order process and you will be required to provide us with your accurate personal details.

Please:

1. Read through these terms and conditions carefully before using this Website.
2. Print a copy for future reference.
3. Read our privacy policy section regarding your personal information.

If you have a comment, concern or complaint about this Website or a product you have purchased from us, please contact us via email at service@personalnovel.com or by post at PersonalNOVEL.co.uk, 90 Long Acre, Covent Garden, London WC2E 9RZ.

2. DEFINITIONS

'Conditions' means these terms and conditions in their current form;

'Personal Information' means any Personal Data that we may hold about you from time to time;

'PersonalNOVEL' and 'we/us/our' mean Jan-Christoph Goetze, trading as PersonalNOVEL, of 90 Long Acre, Covent Garden, London WC2E 9RZ;

'Privacy Policy' means the privacy policy referred to in these Conditions in its current form;

'Product' means a product displayed for sale on the Website;

'United Kingdom' means England, Wales, Scotland, Northern Ireland and the Channel Islands;

'Website' means the website located at www.personalnovel.co.uk or any subsequent URL which may replace it or sit alongside it;

'Working Day' means Monday to Friday (excluding public holidays in England);

'you/Buyer/User' means a user of the Website.

3. USE OF WEBSITE

We attempt to ensure that the information available on the Website at any time is accurate. However, we will not be liable for any errors or omissions. We will use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware, or being notified, of these.

Products, prices and offers are only valid at the time they are published on the Website. All images should be used only as a guide or representation of the Product shown.

All drawings, descriptive matter and specifications of Products on the Website are for the sole purpose of giving an approximate description of the Product in question.

We reserve the right to:

- 3.1 change, suspend or discontinue any aspect of the Website, including the availability of any features, information, database or content, or to restrict access to parts or all of the Website without notice;
- 3.2 modify or withdraw this Website (or any part thereof), either temporarily or permanently, 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;
- 3.3 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; and/or
- 3.4 change product specifications, product prices, and product availability at any time. All prices and descriptions supersede all previous publications. All product descriptions are approximate. Every effort is made to keep information regarding product availability on the Website up to date. However, we do not guarantee that this is the case, or that individual Products will always be available.

4. ORDERING

By placing an order via the Website you warrant that:

- 4.1 You are 18 years of age or more;
- 4.2 the personal information which you are required to provide when you register is true, accurate, current and complete in all respects;
- 4.3 you are not impersonating any other person or entity; and
- 4.4 you will notify us immediately of any changes to your personal information by e-mailing or telephoning our customer service representatives, provided these changes occur before the order has been completed.

If you are under 18, please ask an adult to register and contract with us on your behalf. By registering and offering to purchase goods, you represent to us that you are 18 years of age or over and authorise us to transmit information (including updated information), to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

5. ORDER PROCESS

Please note that all the Products offered for sale on this Website will, if purchased, be made specifically to your order; the usual statutory rights of cancelling an order for prefabricated goods will therefore not apply.

Your order will only be accepted if received from a person aged 18 or over.

All orders are subject to acceptance and availability. If any Products ordered are no longer being made, you will be notified by e-mail, and you will have the option either to wait until the item is available again or to cancel your order. It is your responsibility to provide us with a valid e-mail address so that we can contact you if necessary. Any orders placed by you will be treated as an offer to purchase the Products from us and we have the right to reject such offers at any time prior to acceptance.

You shall be responsible for ensuring the accuracy of the details provided on the order form and we will not accept an order unless all details requested on the order form have been entered correctly.

Confirmation and acceptance of your order is effected by an automated email immediately after

your submission. This email confirmation concludes the sales contract.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and 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 Website.

Each item purchased is sold subject to these Conditions, including, without limitation, any Conditions concerning estimated delivery times and any warranties. Please ensure that you read all the relevant terms.

We reserve the right to refuse any order placed by you and will not be required to provide an explanation.

6. PRICES AND PAYMENT

All prices are inclusive of VAT (where applicable) at the current rate and are correct at the time of entering the information onto the system. Delivery costs are quoted separately and are dependent on the location of the delivery address provided by you; delivery costs are also correct at the time of entering the information onto the system. All prices and costs are quoted in Pounds Sterling.

In the unlikely event that the price or description of a Product has been incorrectly advertised, we will contact you by e-mail, telephone or post to ask whether you wish to proceed with your order with the correct price or description. If you are not happy to proceed, or if we are unable to obtain your instructions, we will cancel the order. Unless we have already despatched or commenced performance of your order, we will not be obliged to supply the Product at the incorrect price or based on an incorrect description.

Payment can be made by any major credit or debit card or through an electronic payment account as explained on the Website.

Payment will be debited and cleared from your account at the time when your order is accepted.

By placing an order, you, the Buyer, consent to payment being charged to your debit/credit card account or electronic payment account as provided on the order form.

We will issue you with an electronic receipt to your e-mail address once your debit/credit card account or electronic payment account has been debited/charged with the appropriate amount.

When you pay for your order by credit or debit card, we carry out checks or 'authorisations' with the card issuer for security reasons. Should any problems occur with the authorisation of your

card, we will contact you with further details.

7. DELIVERY

Products will be delivered to you, the Buyer, by the method advertised on the Website at the address provided by you on the order form.

We can deliver to an address other than the billing address, but please note that extra documentation may be needed to comply with such orders.

All Products must be signed for on delivery by an adult aged 18 years or over.

Ownership in the Products you have ordered, and the risk of accidental damage or destruction, will pass to you on delivery.

Any dates quoted for delivery of the Products are approximate only and we shall not be liable for any delay in the delivery of any Products however caused. If, however, we are unable to deliver the Products within 14 days of the date quoted for delivery, you, the Buyer, shall be entitled to cancel the order at any time before delivery takes place.

8. RETURNS, CANCELLATIONS AND SUBSTITUTIONS

8.1 CANCELLATION

Please note that all the Products offered for sale on our Website will, if purchased, be made specifically to your order, and the usual statutory rights of cancelling an order for pre-fabricated goods will therefore not apply.

8.2 DAMAGED OR FAULTY GOODS

Great care is taken to ensure that the Products are made to a high standard. Nevertheless, you must examine the Products on arrival.

Please, note, however, that it is your responsibility to provide us with the correct spelling of all words that are to be used in personalising the Product ordered by you; any misspelling of any words contained in a Product which represents a faithful copy of the spelling provided by you, will therefore not constitute a fault, and consequently you will not be entitled to request a replacement under the provisions of this Condition 8.2.

If a Product is damaged or faulty, please contact us at once and no later than within 14 days of the date of delivery, and return the Product in question to us for examination. Provided the Product is found to be damaged or faulty, we will then arrange for a

replacement item to be produced and sent to you, and we will also refund the cost of you returning the Product to us.

Please allow the usual period for a replacement item to be made and despatched.

We reserve the right to refuse to provide a replacement item and to refund the cost of the returns delivery from you in the event that the returned item is found to have suffered damage after delivery to you. This does not affect your statutory rights.

9. LIABILITY AND INDEMNITY

Notwithstanding anything to the contrary contained in these Conditions, nothing in these Conditions shall affect or limit your statutory rights as a consumer or shall exclude or limit our liability for death or personal injury resulting from our negligence.

In the event of any failure by us to comply with our obligations to you, then we shall only be liable for losses which we could reasonably foresee would result from such failure. We shall not be responsible for losses that result from our failure to comply with our obligations to you if and to the extent that they fall into any of the following categories (i) loss of income or revenue; (ii) loss of business; (iii) loss of anticipated savings; (iv) loss of data or (v) any loss which is not reasonably foreseeable; Provided that this clause does not exclude or limit in any way our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979; (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties, 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, condition or completeness, or any implied warranty arising from a course of dealing or usage or trade custom.

You must bear the risk associated with the use of the Internet, and we refer you to our Privacy Policy with regard to any matters concerning Data Protection and privacy.

We will use reasonable endeavours to verify the accuracy of any information on the Website but make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the contents or availability of the Website, or that it will be timely or error-free, that

defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Website.

We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you, the Buyer, for any loss, costs or expenses arising directly or indirectly from any delays in doing so, and we will not be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of our obligations in relation to these Conditions, if the delay or failure was due to any cause beyond our reasonable control.

You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your Personal Information with your authority.

10. INTELLECTUAL PROPERTY

The Website and its content, and the Products and their content, are protected by copyright, trade marks, database and other intellectual property rights and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website, as well as the intellectual property rights in the Products, shall remain with us or our licensors.

You may download or copy the content and other downloadable items displayed on the Website subject to the condition that such material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

You further acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

No licence is granted to you in these Conditions to use any trade mark of www.personalnovel.co.uk.

The Products sold by us may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

11. FORCE MAJEURE

We shall have no liability for delays or failures in delivery or performance resulting from force majeure, including but not limited to, war, demands or requests of government authorities, strikes, shortages of labour, fuel, power, raw materials, late or defective performance or non-performance by suppliers, transportation disruptions, inability to ship or other causes, beyond our reasonable control.

12. PRIVACY POLICY

You can find full details of our Privacy Policy on the Website.

13. THIRD PARTY RIGHTS

Except for our employees or representatives, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

14. WHOLE AGREEMENT

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question will not be affected.

15. LANGUAGE, GOVERNING LAW AND JURISDICTION

This Website, any content contained herein and any contract brought into being as a result of the use of this Website are governed by and construed in accordance with the law of the jurisdiction specified in the sub-clause below and the parties to any such contract agree to

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*Personal*NOVEL

submit to the non-exclusive jurisdiction of the courts as specified. All contracts are concluded in English. These Conditions do not affect your statutory rights.

These Conditions shall be governed by the laws of England and Wales and you irrevocably agree to submit to the non-exclusive jurisdiction of the English courts.