

# Terms and Conditions for Subscriptions

## 1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller. Goods for sale include individual copies of magazines, one year or two year subscription terms to Apptitude Media and a variety of other magazine subscriptions terms available by on-going direct debit payment. Other goods may be offered by Apptitude Media.
- 1.5 "Licensor" means Apptitude Media Limited, whose registered office is at 9 Beaumont Gate, Shenley Hill, Radlett, Herts, WD7 7AR UK.
- 1.5 "Seller" means Apptitude Media Limited, whose registered office is at 9 Beaumont Gate, Shenley Hill, Radlett, Herts, WD7 7AR UK.
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller;
- 1.7 "Website" means <http://apptitudemedia.subscribeonline.co.uk/> and such other websites as Seller may operate from time to time

## 2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Any complaints should be addressed to the Seller's address stated in clause 9.3.

## 3 ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in the Order Process section within the Website.

## 4 PRICE AND PAYMENT

- 4.1 The price of the Goods shall be that stipulated on the Website at the time of ordering. The price is inclusive of VAT and delivery charges (if applicable).
- 4.2 The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.

4.3 After the order is received the Seller shall confirm by email or letter the details, description and price for the Goods together with information on the right to cancel if the Buyer is a Consumer.

4.4 In the case of consumer sales, the Consumer either makes a one off payment for a one or two year subscription and where agreed such longer subscriptions or makes ongoing direct debit payments. For one and two year subscriptions, payment of the price plus VAT and delivery charges, if any, must be made in full before dispatch of the Goods. With direct debit payments, confirmation of the Consumer's payment will be sent to the Consumer by post within 3 working days and no later than 10 working days in advance of the Consumer's account being debited and we reserve the right to increase our prices at any time and will notify the Consumer in writing with 10 days notice of any such price increase.

4.5 Buyer undertakes to make any payment due hereunder in full without any deduction, offset or counterclaim whatsoever.

4.6 Seller reserves the right to recover all additional costs incurred and interest at 3% above Barclays Bank Base Rate that arise as a result of the acts or defaults of the Buyer which shall include non-payment. Seller shall also be entitled to suspend delivery of the Goods and shall not be in breach of this Agreement.

4.7 In the event of non-payment, Seller shall be entitled to immediately terminate this Agreement in addition to all other rights and remedies available to the Seller and all monies that would have been due and owing to the Seller by the Buyer as if this Agreement had been fulfilled shall be immediately become due and payable by the Buyer.

## **5 RIGHTS OF SELLER**

5.1 The Seller reserves the right to periodically update prices on the Website, and such updated prices cannot be guaranteed for any period of time. The Seller shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

5.2 The Seller reserves the right to withdraw any goods from the Website at any time.

5.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order

5.6 Seller retains all Copyright and other intellectual property rights and any other rights in the Goods throughout the world in perpetuity and hereby grants to the Buyer the non-exclusive non-transferable right to use the Goods solely as the Seller reasonably intends them to be used for their own purposes and not for any commercial (monetary or otherwise) gain.

## **6 AGE OF CONSENT**

6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.

6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

## **7 WARRANTY**

7.1 The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other

warranties, conditions, or terms relating to fitness for purpose, satisfactory quality or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

7.2 The Seller is authorized by the Licensor to publish all and any of the magazines comprising the Goods.

## **8 DELIVERY**

8.1 Unless otherwise requested the Buyer's subscription will start with the first available issue. This will be delivered within 6 weeks of the Buyer placing an order for the UK delivery and around 8 weeks for Overseas delivery.

8.2 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

8.3 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

8.4 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

## **9 CANCELLATION AND RETURN AND TERMINATION**

9.1 You have a legal right to cancel your subscription under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below. This means that during the cancellation period (which is 21 days from when you take out your subscription) if you change your mind or decide for any other reason that you do not want your subscription, you can notify us of your decision to cancel your subscription and receive a refund for any un-mailed issues of the subscription. Advice about your legal right to cancel the subscription is available from your local Citizens' Advice Bureau or Trading Standards office.

9.2 You will receive a refund less our reasonable administration costs for any subscription cancelled if you give us notice within 21 days of taking out your subscription. Any subscription cancelled after the cooling off period of 21 days from taking out your subscription will not be subject to any refund.

9.3 To cancel the contract in accordance with this clause 9, the Buyer must write to Dovetail Services (UK) Limited, 800 Guillat Avenue, Kent Science Park, Sittingbourne, ME9 8GU, United Kingdom.

9.4 Seller may terminate this Agreement with immediate effect by giving written notice if:  
(a) the Buyer commits a material breach of any term of this Agreement and if such breach is remediable fails to remedy that breach within 14 days of being notified in writing to do so; or  
(b) the Buyer becomes bankrupt or Insolvent within the meaning of section 123 of the Insolvency Act 1986; or (c) there is an event of Force Majeure referred to in Clause 12 which prevents Buyer from delivering the Goods.

## **10 LIMITATION OF LIABILITY**

Nothing in these Terms and Conditions shall exclude or limit the liability of AML for death or personal injury resulting from the negligence of AML or that of AML's agents or employees. Except as may be implied by law, in the event of any breach of these Terms and Conditions by AML the remedies of the Buyer acting as a consumer or otherwise shall be limited to damages which shall in no circumstances exceed the price paid by the Buyer for the Goods to which the claim arose and AML shall under no circumstances be liable for any loss of profits, loss of business, anticipated savings, depletion of goodwill and/or similar losses or pure economic loss, special, indirect, incidental, indirect or consequential loss or damage costs, damages, charges or expenses however arising. Apptitude's liability includes that of any Affiliate and its and their respective agents, employees and sub-contractors.

## **11 WAIVER AND RIGHTS OF THIRD PARTIES**

11.1 No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

11.2 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act

## **12 FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to an extension of its obligations for the period of the Force Majeure event.

## **13 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

## **14 CHANGES TO TERMS AND CONDITIONS**

The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase unless agreed in writing by the parties.

## **15 GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law

of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts (in respect of both contractual and non-contractual disputes).