

USBORNE PUBLISHING LIMITED

ONLINE TERMS OF SALE

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE.

1. FORMATION OF THE CONTRACT

1.1 These terms of sale apply to goods supplied by Usborne Publishing (Usborne Publishing Limited, registered in England and Wales number 1124359, registered office Usborne House, 83-85 Saffron Hill, London EC1N 8RT, UK).

1.2 No contract exists between you and Usborne Publishing for the sale of any goods until Usborne Publishing has received and accepted your order and sends you confirmation by writing or email to the address or email address you have given. Once Usborne Publishing does so, there is a binding legal contract between us.

1.3 The contract is subject to your right of cancellation if you are a consumer (see 5.1 below).

1.4 You must be over 18 years old to order any goods through the Usborne Children's Books Website.

1.5 Goods are supplied through the Usborne Website only for domestic and private use, and you agree not to use them for any commercial purpose or resell them on a commercial basis. We may reject any order if we have reason to suspect that you intend to do so.

2. DESCRIPTION, SPECIFICATION AND PRICE OF THE GOODS

2.1 All goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, Usborne Publishing will inform you as soon as possible, and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.

2.2 The description, specification and price of the goods you order will be as shown on Usborne Publishing's website at the time you place your order.

2.3 Usborne Publishing's policy is to improve its products continually, and so reserves the right to make minor technical changes to the specification of the goods without affecting their then function, quality or price.

2.4 Every effort will be made to ensure that prices shown in Usborne Publishing's current catalogue or shown on its website are accurate at the time you place your order. If an error is found prior to despatch of the goods, Usborne Publishing will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, Usborne Publishing will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.

2.5 In addition to the price, you will be required to pay a delivery charge for the goods, as shown in the section of the Usborne Publishing Children's Books website about delivery.

2.6 The price of the goods and delivery charges are inclusive of VAT, where applicable, as shown in Usborne Publishing's current catalogue or on its website.

2.7 Where the goods are supplied for export from the United Kingdom, you will be liable for shipping and insurance charges as agreed with Usborne Publishing, and responsible for complying with any

legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties on them.

3. PAYMENT

3.1 Payment for the goods and delivery charges can be made by any method shown on Usborne Publishing's website at the time you place your order.

3.2 Payment is not made until your credit or debit card has been authorised in respect of the full amount of the price. We have no control over the operation of any payment systems available on the Usborne Website and cannot be held responsible for any failure in their performance.

3.3 We will send you an email confirming receipt of your payment as soon as it has been authorised.

4. DELIVERY

4.1 The goods you order will be delivered to the address you give when you place your order, subject to confirmation by Usborne Publishing.

4.2 If delivery cannot be made to your address, Usborne Publishing will inform you as soon as possible, and refund or re-credit you for any sum that has been paid by you or debited from your credit card for delivery.

4.3 If there is no one at the address given who is competent to accept delivery of the goods, you will be notified of an alternative delivery date or a place to collect the goods.

4.4 Every effort will be made to deliver the goods as soon as possible after your order has been accepted, and in any event within 30 days of your order. If Usborne Publishing is unable to deliver the goods within 30 days of your order, Usborne Publishing will inform you as soon as possible and you will be entitled to cancel the order and obtain a refund or re-credit for any sum that has been paid by you or debited from your credit card for the goods. Usborne Publishing will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery.

4.5 You will become the owner of the goods you ordered and responsible for risk of loss or damage to them once they have been delivered to you.

5. YOUR RIGHT OF CANCELLATION

5.1 If you are a consumer, you have the right to cancel the contract for the purchase of any goods. The cancellation period is fourteen calendar days after you receive the goods.

5.2 To exercise your right of cancellation, you must give written notice to Usborne Publishing by hand or post or email, at the address or email address shown below, giving order number, details of the goods ordered and (where appropriate) their delivery.

You can use the model cancellation form below, but it is not obligatory:

To: Usborne Publishing Ltd, 83-85 Saffron Hill, London EC1N 8RT, United Kingdom

Email: orders@usborne.com

I/We* hereby give notice that I/We* cancel my/our* contract for the supply of the following goods:

Ordered on[*]/received on [*][insert date]

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

*Delete as appropriate

You may also give notice of cancellation by phone to 0044 (0) 1865 883731, giving details of the Products ordered and (where appropriate) their delivery.

5.3 If you exercise your right of cancellation after the goods have been delivered to you, you must return the goods to Usborne Publishing at your own cost, in unused and otherwise re-saleable condition. The goods must be returned to the address shown below. You must take reasonable care to ensure the goods are not damaged whilst in your possession or in transit.

5.5 If prior to returning the goods you handle them beyond what is necessary to establish their nature, characteristics and functioning, so that the value of the goods is diminished by any amount, we may recover that amount from you up to the price, or deduct that amount from the sum we refund to you.

5.4 Once you have notified Usborne Publishing that you are cancelling the contract, Usborne Publishing will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods within 14 days from when we receive the goods back or evidence that they have been sent back to us.

5.5 If you do not return the goods as required, Usborne Publishing may charge you for the direct costs of recovering the goods.

6. WARRANTY AND LIABILITY

6.1 All goods supplied by Usborne Publishing are warranted free from defects in workmanship or materials for 12 months from the date of supply.

6.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party.

6.3 If the goods supplied to you develop a defect, or you have any other complaint about the goods, you should contact Usborne Publishing by phone, or notify Usborne Publishing by post or email, as shown below.

6.4 These warranties do not affect our obligation to provide the goods in accordance with the contract, or your legal rights as a consumer.

6.6 If the goods develop a defect while under warranty, or you have any other complaint about the goods, you should notify us in writing at the address or email address shown below.

7. DATA PROTECTION

7.1 Usborne Publishing will take all reasonable precautions to keep the details of your order and payment secure, but unless Usborne Publishing is negligent, Usborne Publishing will not be liable for unauthorised access to information supplied by you.

7.2 Usborne Publishing will only use the information you provide about yourself for the purpose of fulfilling your order, unless you agree otherwise. You can correct any information about you, or ask for information about you to be deleted, by giving written notice to Usborne Publishing at the address, fax number or email address shown below.

7.3 For further details of how we handle any personal data that we collect personal data that you may submit, or that we may collect, through the Usborne Website, please see our Privacy Policy.

8. COMPLAINTS

8.1 If you have a complaint about any goods supplied through the Usborne Website, please contact us as shown below.

8.2 If you have a complaint that we are unable to resolve with you, you may wish to pursue your complaint via an Alternative Dispute Resolution (ADR) service. The European Union's online dispute resolution (ODR) platform (<https://ec.europa.eu/odr>) can be used for resolving complaints relating to online sales.

9. GENERAL

9.1 Usborne Publishing may change these terms of sale without notice to you in relation to future sales.

9.2 These terms of sale and the supply of the goods will be subject to English law, and the English courts (or those of any other part of the United Kingdom or any other EU member state in which you reside) will have jurisdiction in respect of any dispute arising from the contract.

Enquiries for online sales:

tel: 0044 (0) 1865 883731

Email: orders@usborne.com