

USBORNE PUBLISHING LIMITED

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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 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).

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.

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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 Usborne Publishing's website about delivery.

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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.

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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 at any time up to the end of 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, fax or email, at the address, fax number or email address shown below, giving order number, details of the goods 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 resaleable 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.

5.4 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.

5.6 In the case of E-Books and other digital content which is made available by downloading from the Website, if with your consent we provide the download before the end of the 14 day cancellation period you will lose the right to cancel the contract, unless the download is defective.

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6.1 All goods supplied by Usborne Publishing are warranted free from defects in workmanship or materials. This warranty does not affect your statutory rights as a consumer, including our duty to supply goods in conformity with the contract.

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, fax or email, as shown below.

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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.

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

8.2 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 in which you reside) will have jurisdiction in respect of any dispute arising from the contract.

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