

## **WEBSITE TERMS AND CONDITIONS OF SALE**

**OF**

**D C Thomson & Company Limited**

These Terms and Conditions apply to placing an Order (defined below) or making a Purchase (defined below). Our Privacy Policy <http://www.dcthomson.co.uk/legal/privacyPolicy.pdf> forms part of these Terms and Conditions. If you do not agree to be bound by these Terms and Conditions and Privacy Policy, you may not place an Order or make a Purchase.

### **1 DEFINITIONS**

In these Terms and Conditions, the following words shall have the meaning set opposite:-

"Confirmatory Email" means the email sent to you to confirm acceptance of your Order as defined in Clause 4.1.4;

"Confirmatory Letter" means the letter sent to you to confirm acceptance of your Order as defined in Clause 6.3;

"Contract" means the contract between you and us formed as set out in Clauses 4 (Purchase of Goods/Services on Website), Clause 5 (Purchase of Subscription on Website), Clause 6 (Purchase of Goods/Services by telephone) or Clause 7 (Purchase of Goods/Services by post) (as applicable);

"Gift Vouchers" means vouchers purchased from Us via the Website which can be used to make a Purchase;

"Goods" means goods including but not limited to, magazines, Gift Vouchers, annuals, calendars, folders, toys, t-shirts, birthday cards, balloons and back packs made available for sale by Us;

"Order" means a request by you to make a Purchase either by submitting the order via the Website or by submitting an order by telephone or by post;

"Personal Information" means information about you or a third party provided by You when submitting an Order or when using the Website;

"Price" has the meaning in Clause 9;

"Purchase" means the acceptance of an Order for the purchase of Services and/or Goods by Us, either via the Website, by telephone or by post;

"Services" means services including, but not limited to e-books, e-cards and Subscriptions, available for sale by Us either via the Website, by telephone or by post;

"Special Offer" means an offer or promotion advertised by Us;

"Subscription" means a subscription to a publication advertised for sale by Us;

"Terms and Conditions" means the terms and conditions of sale set out in this document together with the Privacy Policy;

"We", "Us" or "Our" means DC Thomson & Company Limited, (a company incorporated in Scotland under the Companies Acts) (Registered Number: SC005830) and having its registered office at Courier Buildings, Albert Square, Dundee, DD1 9QJ, United Kingdom;

"Website" means this website located at [www.dcthomson.co.uk](http://www.dcthomson.co.uk) or any subsequent URL which may replace it.

## 2 ACCESS

You are provided with access to the Website in accordance with our Terms of Use **[insert hyperlink]**.

## 3 GENERAL CONDITIONS OF MAKING A PURCHASE

- 3.1 These Terms and Conditions shall apply to all Orders and Purchases.
- 3.2 The advertisement of Goods or Services on the Website or in our publications constitutes an "invitation to treat" and your Order constitutes a contractual offer. There will be no contract between you and Us unless and until We accept your Order in accordance with the procedures detailed below in Clauses 4, 5, 6 or 7 (as appropriate).
- 3.3 We will not file a copy of these Terms and Conditions specifically in relation to your Purchase. We may update the version of these Terms and Conditions on the Website from time to time, and We do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these Terms and Conditions for your records.
- 3.4 The only language in which We provide these Terms and Conditions is English.

## 4 MAKING A PURCHASE OF GOODS OR SERVICES ON OUR WEBSITE

- 4.1 Subject to Clause 5 (purchasing Subscriptions), to make a Purchase on our Website, you need to take the following steps:
  - 4.1.1 click on the Goods or Services you wish to Purchase;
  - 4.1.2 input the quantity of the Goods or Service selected that you wish to Purchase, then click on "buy now";
  - 4.1.3 click "checkout" and complete the delivery and payment details, your agreement to these Terms and Conditions, then click on "submit order";
  - 4.1.4 you will then be transferred to Our third party payment gateway WorldPay to process your payment details. We will then send you an initial acknowledgement by email to confirm that your Order is being processed and once We have checked whether We are able to meet your Order and whether payment has been successful, We will either send you an Order confirmation by email ("**Confirmatory Email**") (at which point your Order will become a Purchase and shall conclude the Contract between you and Us) or alternatively, We will confirm by email that We are unable to meet your Order. Where We are unable to accept your Order due to the requested Goods or Services (as appropriate) being out of stock or unavailable, We will aim to advise you when We expect the requested Goods or Services to be in stock/available and you will be given the opportunity to proceed with the Order. If you want to proceed with the Order notwithstanding that there will be a delay in delivery of the Goods or Services due to them being out of stock or unavailable, We will send a Confirmatory Email at which point your Order will become a Purchase and shall conclude the Contract between you and Us;

- 4.1.5 Once the Confirmatory Email has been sent to you, we will deliver the Goods/Services in accordance with Clause 13.
- 4.2 When purchasing Gift Vouchers from the Website, the following conditions shall apply to such Purchase, as well as at the time of redeeming the Gift Voucher whether by you or a third party:
  - 4.2.1 if the Gift Voucher is purchased as part of a Special Offer, the Gift Voucher is only redeemable against Goods and/or Services advertised by Us as being part of the relevant Special Offer at the time of redeeming the Gift Voucher and not at the date of Purchase of the Gift Voucher;
  - 4.2.2 in some circumstances the Gift Voucher must be redeemed on one sole occasion when making a Purchase and this will be made clear to you and/or third party when purchasing and redeeming the Gift Voucher;
  - 4.2.3 where you or a third party redeems the Gift Voucher against a Purchase valued lower than the value of the Gift Voucher, please note that you will not be given a refund of the difference;
  - 4.2.4 Gift Vouchers cannot be exchanged for cash;
  - 4.2.5 lost, stolen or damaged Gift Vouchers cannot be replaced or refunded;
  - 4.2.6 Gift Vouchers have an expiry date, usually twelve (12) months, and this will be stated on the back of the Gift Voucher.

## **5 MAKING A PURCHASE OF A SUBSCRIPTION ON OUR WEBSITE**

- 5.1 To make a Purchase of a Subscription on our Website you will need to:
  - 5.1.1 log on to <http://www.dcthomson.co.uk/subscriptions/>;
  - 5.1.2 select which Subscription you wish to Purchase;
  - 5.1.3 select the start date of your Subscription (which will be the next available issue) and delivery method and click "buy now". You will be informed whether the Subscription qualifies for a free gift and if appropriate, you will be asked to identify the recipient of the free gift;
  - 5.1.4 confirm the quantity of the Subscription and either click "update basket" or "check out" (as appropriate);
  - 5.1.5 complete your details and the recipient of the Subscription's details (if different) and whether you would like a special message to be included in a gift card (if appropriate). You will then be asked to proceed to the third party payment gateway. Where you are using a Gift Voucher to purchase a Subscription you will not be transferred to our third party payment gateway but you will instead be asked to provide the Reference Code of your Gift Voucher;
  - 5.1.6 We will then send you an initial acknowledgement by email and once We have checked whether We are able to meet your Order, We will either send you a Confirmatory Email (at which point your Order will become a Purchase and shall conclude the Contract between you and Us) or alternatively, We will confirm by email that We are unable to meet your Order. Where We send you an email confirming that We are unable to accept your Order due to the requested Goods forming the basis of the Subscription being out of stock, We

will aim to advise you when We expect the requested Goods forming the basis of the Subscription to be in Stock and you will be given the opportunity to proceed with the Order. If you want to proceed with the Order notwithstanding that there will be a delay in delivery of the Goods forming the basis of the Subscription due to being out of stock, We will send you a Confirmatory Email, at which point your Order will become a Purchase and shall conclude the Contract between you and Us;

- 5.1.7 Once the Confirmatory Email has been sent to you, We will deliver your Subscription in accordance with Clause 13.
- 5.2 If you are unable to provide Us with the Reference Code of the Gift Voucher in accordance with Clause 5.1.5, or where the Reference Code you do provide to Us has already been activated, We are not obliged to accept your Gift Voucher.
- 5.3 Where you are entitled to a free gift in accordance with Clause 5.1.3 we reserve the right to substitute the one advertised for one of equal or greater value, at our sole discretion.

## **6 MAKING A PURCHASE BY TELEPHONE**

- 6.1 To submit an Order and make a Purchase by telephone please call 0800 318846 for UK calls (Free to UK Landlines) or ++44 1382 575580 for overseas calls (Standard Geographical Rates apply). You will be asked what you would like to Purchase and to provide your name, address, email address and payment details.
- 6.2 We will then check your Order including whether payment for the Order has been successful and whether We have the requested Goods in stock or whether the requested Services are available. We will then orally confirm acceptance of your Order at which point your Order will become a Purchase and shall conclude the Contract between you and Us or alternatively, We will confirm that We are unable to meet your Order. Where We are unable to meet your Order due to the requested Goods being out of stock or the Services being unavailable, We will aim to advise you when We expect the requested Goods to be in stock or Services to become available and you will be given the opportunity to proceed with your Order. If you want to proceed with the Order notwithstanding that there will be a delay in delivery of the Goods/Services due to being out of stock/unavailable, We will orally confirm acceptance of your Order, at which point your Order will become a Purchase and shall conclude the Contract between you and Us.
- 6.3 Where a Contract has been concluded between you and Us in accordance with Clause 6.2, We will send you a Confirmatory Email (where possible) and shall thereafter deliver the Purchase in accordance with Clause 13. If We do not have your email address, We will include written confirmation of your Purchase ("Confirmatory Letter") when delivering the Purchase in accordance with Clause 13.
- 6.4 We record all incoming and outgoing calls from the telephone numbers located at Clause 6.1 for regulatory compliance purposes. We also record the calls so that we have a record of your Order and Purchase. We will retain these recordings for no longer than is necessary and in accordance with our Privacy Policy **[insert link.]**

## **7 MAKING A PURCHASE BY POST**

- 7.1 To make a Purchase by post, please send the appropriate coupon or your written request, together with your cheque or payment details for the appropriate amount, to Sales Department, DC Thomson & Co Ltd, 80 Kingsway East, Dundee, DD4 8SL.
- 7.2 Upon receipt of your Order in accordance with Clause 7.1, We will then check your Order including whether payment for the Order has been successful and whether We have the

requested Goods in stock or whether the requested Services are available. If we accept your Order it will become a Purchase and a Contract will be formed between you and Us and We will deliver your Purchase in accordance with Clause 13 together with a Confirmatory Letter. If we are unable to accept your Order, We will confirm that We are unable to meet your Order in writing. Where We are unable to meet your Order due to the requested Goods being out of stock or the Services being unavailable, We will aim to advise you when We expect the requested Goods to be in stock or Services to become available and you will be given the opportunity to proceed with your Order. If you want to proceed with the Order notwithstanding that there will be a delay in delivery of the Goods/Services due to being out of stock/unavailable, please contact us by telephone in accordance with Clause 6.1 or write to Us at the address noted in Clause 7.1.

## **8 AGE OF CONSENT**

- 8.1 Where Goods or Services may only be purchased by persons of a certain age you will be asked when placing an Order to declare that you are of the appropriate legal age to purchase the Goods or Services. By submitting an Order, you are confirming to Us that you are of an appropriate legal age to purchase the Goods or Services requested.
- 8.2 If We discover or are of the opinion (as to which We shall have sole discretion) that you are not legally entitled to order certain Goods or Services, We shall be entitled to cancel the Order immediately, without notice.

## **9 PRICE AND PAYMENT**

- 9.1 The price of the Goods and Services shall be that stipulated on the Website or as otherwise advised by Us to you when making a Purchase by telephone or post. The price is inclusive of VAT and with regard to Subscriptions, delivery charges also ("Price"). The Website contains a large number of Goods and Services and it is always possible that some of the Prices on the Website may be incorrect. We will verify prices as part of our sale procedures so that the correct Price will be stated when you pay for the Goods. We shall also confirm the Price to you when you are submitting your Order using the telephone or by post.
- 9.2 When making a Purchase of Goods or Services other than Subscriptions, you will have to pay a delivery charge in addition to the Price. We will inform you of this during the ordering process and before the Contract between you and Us is concluded.
- 9.3 Subject to Clause 9.4, payment must be made prior to your Order being accepted and a Contract being formed.
- 9.4 You will have different payment options available to you when purchasing a Subscription and these will be brought to your attention during the ordering process and before the Contract between you and Us is concluded.
- 9.5 Payment can be made using credit or debit card and all card transactions are processed through a secure payment gateway namely Worldpay. All credit/debit card Purchases are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not for any reason authorise payment to Us for a particular Purchase, We will not accept your Order.

## **10 PRIVACY**

Our Privacy Policy forms part of these Terms and Conditions and details how we will deal with your Personal Information. To read our Privacy Policy please click on the link **[insert link]**.

## **11 OUR RIGHTS**

- 11.1 We reserve the right to withdraw any Goods or Services from the Website at any time.
- 11.2 We shall not be liable to anyone for withdrawing any Goods or Services from the Website or for refusing to accept an Order.
- 11.3 We have a right to revise and amend these Terms and Conditions (including Price) without notice however any changes will not affect Contracts which have already been concluded in accordance with Clauses 4, 5, 6 or 7.

## **12 WARRANTY**

- 12.1 We cannot describe every detail of the Goods or Services in the Website and each description is therefore abbreviated and is correct at the time of its input.
- 12.2 We expressly exclude warranties, conditions, or terms whether implied by Statute, common law or otherwise to the fullest extent permitted by law. Any recommendation or suggestion relating to any of the Goods or Services made by us is given in good faith, but it is for You to satisfy yourself as to the suitability of the Goods for Your purposes.
- 12.3 You warrant and undertake to Us that:
  - (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these Terms and Conditions;
  - (b) the information provided in your Order is accurate and complete; and
  - (c) you will be able to accept delivery of the Goods and Services.

## **13 DELIVERY**

- 13.1 Unless We agree otherwise with you, Goods supplied within or outwith the UK will be delivered within 30 days of conclusion of the Contract.
- 13.2 Where you have purchased a Subscription, unless We agree otherwise with you, the first delivery may take up to six (6) weeks to be delivered, with the next and subsequent issues being delivered at the normal frequency for that publication. Please note that Subscriptions purchased using Gift Vouchers will only be delivered within the UK.
- 13.3 Subject to Clause 5.3, if a free gift is included in a Subscription which you have purchased in accordance with Clause 5, we shall use our reasonable endeavours to deliver this free gift under separate cover from the Goods forming the basis of the Subscription and within twenty-eight (28) days of conclusion of the Contract.
- 13.4 We shall use our reasonable endeavours to meet any date agreed for delivery. Notwithstanding the foregoing, We shall not be liable for any losses, costs, damages or expenses incurred by the You or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.
- 13.5 Delivery of the Goods or Services (if appropriate) shall be made to the delivery address specified in the Order and You shall make all arrangements necessary to take delivery of the Goods or Services whenever they are tendered for delivery.

## **14 TITLE AND RISK**

- 14.1 The Goods will be at your risk from the time of delivery. Ownership of the Goods will only pass to you upon the later of:
- (a) delivery of the Goods; and
  - (b) receipt by Us of full payment of all sums due in respect of the Goods (including delivery charges).
- 14.2 We will be entitled to recover payment for the Goods where the Goods have been delivered to you even where ownership has not passed to you.

## **15 CANCELLATION AND RETURNS**

- 15.1 Subject to Clause 15.4, you may cancel a Contract for Goods, without cause, and receive a full refund of the Price and any delivery charge paid by you in accordance with Clause 9.2, provided You notify Us in writing, fax, or email of said cancellation within 7 working days from the day after you receive the Goods. In the case where Goods have been delivered to a third party on your behalf, the cancellation period shall apply from the day after the day the third party receives the Goods. All cancellation notices should be directed to the contact details set out in Clause 24.
- 15.2 Subject to Clause 15.4, you may cancel a Contract for Services e.g. e-books, Subscriptions, without cause, and receive a full refund of the Price and any delivery charge paid by you in accordance with Clause 9.2 provided You notify us in writing, fax or email of said cancellation within (i) for online sales, 7 working days from the Confirmatory Email sent in accordance with Clauses 4 or 5 (as applicable); or (ii) for telephone or postal sales, 7 working days from receipt of the Confirmatory Email or Confirmatory Letter sent in accordance with Clauses 6 or 7 (as applicable). Notwithstanding this Clause 15.2, where you have agreed to, and have received, the Services before the expiry of the 7 working day cancellation period, your rights to cancel the Contract will cease upon receipt of the Services. All cancellation notices should be directed to the contact details set out in Clause 24.
- 15.3 In the event that you serve a valid notice of cancellation in accordance with Clauses 15.1 or 15.2, We shall provide you with a full refund of the Price plus delivery charges (if appropriate) within 30 days of receipt of notification. It is your responsibility to return any Goods including any free gifts to us within twenty- one (21) days of cancellation. Returned Goods must clearly show the order number obtained from Us on the package and sent to the address noted below in Clause 24. You will be responsible for the costs in returning the Goods to Us and should you fail to return the Goods to Us within the timeframe, We are entitled to deduct an amount not exceeding the direct costs of recovering the Goods from You from the money we are obliged to refund you, unless you are returning the Goods because they are defective or in any other circumstances you are entitled to reject the Goods under law. On cancellation, the Goods shall remain at your risk until returned to Us and you are required to take reasonable care of the Goods until that time. Where returned Goods are found to be damaged due to your acts or omissions, you will be liable for the cost of remedying such damage or the replacement cost of the relevant Goods.
- 15.4 UNFORTUNATELY YOU WILL NOT HAVE A RIGHT TO CANCEL THE CONTRACT IF YOUR PURCHASE CONSISTS OF AUDIO, VIDEO RECORDINGS, OR COMPUTER SOFTWARE THAT HAVE BEEN UNSEALED BY YOU OR IF YOUR PURCHASE CONSISTS OF NEWSPAPERS, PERIODICALS OR MAGAZINES.**

## **16 LIMITATION OF LIABILITY**

- 16.1 We shall not be liable to you for any indirect or consequential losses whatsoever or howsoever arising.
- 16.2 Subject to Clause 16.3, our entire and aggregate liability to you shall in no circumstances exceed the Price of the Purchase giving rise to the claim.
- 16.3 Nothing in these Terms and Conditions shall exclude or limit your or Our liability for death or personal injury caused by negligence or breach of statutory duty.

## **17 WAIVER**

No failures to exercise and/or delay by Us (whether express or implied) in enforcing any of its rights under this Contract shall operate as a waiver thereof. A waiver by Us of any breach of the Terms and Conditions shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

## **18 ENTIRE AGREEMENT**

- 18.1 These Terms and Conditions, postal order forms, recorded telephone conversations at the time of submitting the Order and any other document referred to herein constitute the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understanding or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter.

## **19 FORCE MAJEURE**

We shall not be liable for any delay or failure to perform any of Our obligations if the delay or failure results from events or circumstances outside Our reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, terrorism, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, telecommunications failure, epidemic, perils of the sea or air, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority; disputes of whatever nature and for whatever cause arising including but without prejudice to the generality of the foregoing, work to rule, overtime bar, strikes and walkouts. We shall endeavour to notify you as soon as possible should any such events or circumstances occur.

## **20 ASSIGNATION**

You are not allowed to assign, novate, delegate or sub-contract any of your rights and obligations under these Terms and Conditions. We may assign, novate, delegate or sub-contract any of our rights and obligations under these Terms and Conditions at our discretion.

## **21 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.

## **22 YOUR LEGAL RIGHTS**

Nothing in these Terms and Conditions affect your rights at law (including your right to receive a refund in respect of any defective Goods We sell to you).

## **23 OTHER LEGAL RIGHTS**

For more information about your other statutory rights, please visit the Department of Trade and Industry's Consumer Gateway Web site at:

[http://www.consumer.gov.uk/consumer\\_web/shopping.htm#4](http://www.consumer.gov.uk/consumer_web/shopping.htm#4)

## **24 CUSTOMER SERVICE**

In the event of a query or complaint about the Website or Us, please email [subscriptions@dcthomson.co.uk](mailto:subscriptions@dcthomson.co.uk) or contact Us at the addresses noted below.

### **CONTACT DETAILS**

#### **Main Address**

D C Thomson & Co Ltd  
80 Kingsway East  
Dundee  
DD4 8SL  
United Kingdom

#### **Returns Address**

Sales Department  
D C Thomson & Co Ltd  
80 Kingsway East  
Dundee  
DD4 8SL  
United Kingdom

#### **Registered Head Office**

D C Thomson & Co Ltd  
2 Albert Square,  
Dundee,  
DD1 9QJ  
Registered in Scotland No 5830

### **VAT NUMBER**

D C Thomson & Co Ltd is registered in Scotland for VAT. The VAT number is GB415340486

## **25 GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

**I understand and accept these Terms and Conditions.**