

The Times Customise Your Atlas Terms & Conditions

Terms of Sale

These terms and conditions of sale (the 'Conditions') are the operative terms in any contractual transaction (the 'Contract') between (1) HarperCollins Publishers Limited (as the 'Supplier') and (2) any potential purchaser (the 'Buyer') who completes HarperCollins' order form (the 'Order') for Goods offered for sale by the Supplier on this website (the 'Website'). By using the Website you consent to these Conditions.

1. SALE

1.1 The Buyer shall place an order for Goods by submitting an order via the URL page on the Website. The Supplier shall confirm acceptance of the Buyer's Order by email only and will supply the Goods to the Buyer in accordance with the Buyer's Order. In the event of the Buyer not receiving an email confirmation, the Buyer's order shall be deemed to have been rejected. The Seller reserves the right to refuse or decline any Order or refuse access to its Website.

1.2 These Conditions shall govern the Contract to the exclusion of any other terms or conditions.

1.3 Any representation which is not confirmed by email by the Supplier will not be binding on the Supplier.

1.4 Any variation to these Conditions must be agreed in writing between the Buyer and the Supplier.

1.5 The Supplier shall have no obligation to supply the Goods to the Buyer upon the Goods having 'sold out'. In the event that the Seller inadvertently confirms an order when in fact the Goods have sold out, it shall make a refund to the Buyer of the amount debited from the Buyer's debit/credit card and be at liberty to terminate any order placed without any additional liability to the Buyer.

1.6 It is the Buyer responsibility to provide the Seller with correct details and notify the Seller immediately of any changes to the Buyer's details. The Buyer is responsible for keeping confidential the Buyer's password (if appropriate) and preventing unauthorised use of the Buyer's computer. The Buyer shall be responsible for all activities carried out on the Buyer's account or password.

2. ORDERS AND QUOTES

2.1 In placing an order for the Goods the Buyer acknowledges that:

2.1.1 all information and specifications relating to the Goods are approximate only; and

2.1.2 the limitations of monitor capabilities and of printers mean that the colour of the products on the Web Site may vary from the Goods supplied to the Buyer under the Contract.

2.2 To the extent permitted by law, any error on the Website or other document or information issued by the Supplier may be corrected without any liability to the Supplier.

2.3 The Supplier may make any changes in the specification of the Goods to conform with any statutory or European Union requirements.

3. RIGHT OF WITHDRAWAL

3.1 As the Goods are personalised to your Order and specific to you the Goods are strictly non returnable or refundable. Orders may not be cancelled or varied following acceptance by the Supplier in accordance with clause 1.1.

4. PRICE

4.1 The price of the Goods shall be the price quoted on the Web Site on the date of acceptance of the Order by the Supplier, subject to any inadvertent pricing errors (whether technical or otherwise) by the Supplier. If the Supplier discovers a pricing error for any Goods it shall have the right to cancel the Order without any liability to the Buyer and shall refund any monies paid by the Buyer.

4.2 Delivery charges are contained on the Website. For deliveries outside of the United Kingdom local customs duties may be payable. The Buyer shall be responsible for paying all and any such import/export duties, charges or levies or any local taxation that becomes payable upon importation of the Goods in addition to the price of the Goods as stated on the Website. The Buyer will be deemed the importer of record and must comply with all laws and regulations in the country in which the

Goods are received. Goods may be subject to inspection by local Customs authorities and the Seller may be required to provide details relating to the Buyer and the Goods on exportation documentation.

5. PAYMENT TERMS

5.1 Payments shall be made by credit card on the date on which the Buyer's order is accepted by the Supplier.

5.2 Credit cards accepted by the Supplier are those listed on the Web Site.

5.3 The Supplier uses World Pay (a third party) to process your credit card information. Your credit card information does not pass through the Website.

6. DELIVERY

6.1 Time for delivery shall not be of the essence. The supplier shall endeavour to deliver the Goods within 4 to 6 weeks of the date of acceptance by the Supplier of the Order.

6.2 If the Buyer does not take delivery of the Goods or give the Supplier adequate delivery instructions then the Supplier may store the Goods until actual delivery and charge the Buyer for the reasonable costs of storage.

6.3 If the Goods delivered to the Buyer do not include all of the Goods ordered by the Buyer or the incorrect Goods, the Buyer shall inform the Supplier in writing within 14 working days from the date of delivery.

6.4 Any complaints relating to the Goods should be sent to HarperCollins Publishers Limited, Collins Bartholomew, Cartographic, Westerhill Road, Bishopbriggs, Glasgow, G64 2QT, U.K.

7. RISK AND OWNERSHIP

7.1 Risk of damage or loss of the Goods shall pass to the Buyer on delivery or, if the Buyer fails to take delivery of the Goods, the time when the Supplier has tried to deliver the Goods.

7.2 Title in the Goods shall pass to the Buyer on delivery of the Goods, provided the Goods have been paid for in full.

8. INTELLECTUAL PROPERTY

8.1 All intellectual property and other proprietary rights (including, but not limited to, copyright and trademarks) in the Goods shall remain, the property of the Supplier only.

9. WARRANTY AND LIABILITY

9.1 Nothing in this clause 9 shall exclude the Supplier's liability for death or personal injury caused by its negligence.

9.2 Subject to the conditions set out below and Clause 2.1.2 the Supplier warrants that the Goods will correspond with the Order at the time of delivery and will be of satisfactory quality.

9.3 If the Supplier is in breach of the warranty contained at clause 9.2 above, the Buyer shall advise the Supplier in writing immediately and in any case not later than 14 working days from the date of discovery of the defect.

9.4 On receiving a notice under clause 9.3 above and receipt of the Goods, the Supplier will refund the price of those Goods which are defective, subject to the Supplier being satisfied that the Goods are defective as stated by the Buyer.

9.5 The warranty contained in clause 9.2 shall be the extent of the Supplier's liability for defective Goods.

9.6 The Goods are not sold as fit for any particular purpose and any terms of warranty or condition express implied or statutory to the contrary is excluded to the extent allowed in law.

9.7 Save as expressly provided in these Conditions all warranties conditions terms and liabilities express or implied by statute or common law are excluded to the fullest extent permitted by law and the Supplier will not be liable to the Buyer for any loss of any kind whatsoever which arises out of the breach of implied warranties or conditions or breach of any other duty of any kind imposed on the Supplier by operation of law.

9.8 The Supplier will not be liable for any of the following losses which may arise by reason of any breach of the Contract or any implied warranty, condition or other term, any representation or any duty of any kind imposed on the Supplier by operation of law:

- 9.8.1 any loss of anticipated profits or expected future business;
 - 9.8.2 damage to reputation or goodwill;
 - 9.8.3 any damages costs or expenses payable by the Buyer to any third party;
 - 9.8.4 loss of any order or contract; or
 - 9.8.5 any consequential loss of any kind.
- 9.9 Unless otherwise provided in these Conditions, and subject to clause 9.1, the liability of the Supplier for breach of any express or implied term of this Agreement shall be limited to the reasonable cost of remedying any defect in the Goods or other matter constituting a breach and in no circumstances shall the Supplier's liability exceed the total amount paid by the Buyer to the Supplier under the Contract.
- 9.10 Without prejudice to any other provision of this clause 9, the Supplier will not be in breach of the terms of the Contract for any delay in performing, or failure to perform, its obligations under the Contract if that delay or failure was due to any cause or circumstance beyond the Supplier's reasonable control.

10. TERMINATION

- 10.1 The Supplier may terminate this Contract or any other contract between the parties and may cancel or suspend future deliveries (under this Contract or any other contract) if the Buyer:
- 10.1.1 is in breach of these Conditions or any other contract between the parties; or
 - 10.1.2 has a petition presented for its winding up or for an administration order to be made in respect of it; has a receiver or administrative receiver appointed over it or any of its assets; resolves to wind itself up (other than for a solvent reorganisation); has a bankruptcy order made against it or any of its partners; or enters, or proposes to enter into a composition or voluntary arrangement with its creditors.
- 10.2 On termination, the Buyer shall pay to the Supplier all costs, expenses (including legal and other fees incurred), arrears, charges or other payments arising in respect of the Goods under the contract.
- 10.3 Termination shall not affect the Supplier's accrued rights under the Contract.

11. WITHDRAWAL AND USE OF GOODS

- 11.1 The Supplier may withdraw the sale or distribution of any goods produced by or generally supplied by the Supplier without prior notice, or liability, to the Buyer.
- 11.2 If the Supplier provides the Buyer with information about the use for which the Goods are designed and about any conditions necessary to ensure that the Goods will be safe then the Buyer shall use the Goods accordingly.

12. GENERAL

- 12.1 Any notice required under these Conditions to be given to the Supplier shall be in writing and addressed to its registered office or principal place of business or any other address notified by the Supplier. Any notice shall be deemed to be served:
- 12.1.1 if sent by pre-paid first class post two days after it is posted; or
 - 12.1.2 if sent by email the day following transmission (as contained on the email receipt)
- 12.2 If any of these Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 12.3 The Contract and these Conditions shall be under English law and the parties submit to the exclusive jurisdiction of the English Courts if there are any disputes between them of any kind.
- 12.4 The Buyer shall not transfer, assign or sub-contract its obligations under the Contract without the Supplier's prior consent in Writing.
- 12.5 Failure or neglect by the Supplier to enforce at any time any of these Conditions shall not be a waiver of the Supplier's rights and it shall not affect the validity of the whole or any part of these Conditions or prejudice the Supplier's right to take subsequent action.
- 12.6 Nothing in these terms and conditions is intended to confer on any third party any benefit or any right to enforce any terms contained in these terms and conditions.
- 12.7 If you are under the age of 18 you may only use the Website with the involvement of a parent or legal guardian.

12.8 The Website is to be used for personal and not commercial use by the Buyer.