

TERMS & CONDITIONS OF SALE

1. Introduction

Your attention is drawn to the definitions of certain words and expressions used in these Conditions of Sale which are contained in Condition 11. These Conditions shall be interpreted in accordance with that Condition.

2. Invitation to Treat

Any order placed by you for a Subscription to one of the Partworks advertised on the Site shall be deemed to be an offer by you to purchase the Subscription pursuant to these Conditions; not as the acceptance by you of an offer for sale and/or supply made by Hachette.

3. Basis of the Sale

3.1 By placing an order for a Subscription you shall be deemed to accept these Conditions.

3.2 These Conditions, together with any other terms set out elsewhere on this Site, shall govern and be incorporated in every Contract for the sale of Partworks entered into between Hachette and you.

4. Orders

4.1 No order submitted by you shall be deemed to be accepted by Hachette unless and until accepted by Hachette in Writing by e-mail. The Contract shall be made in England on transmission by Hachette of the e-mail accepting your order.

4.2 Orders will not be accepted from under-18s or only with the parents' authorization.

4.3 The number of issues per month of the Partwork to be supplied shall be the number set out in the terms and conditions of each product.

4.4 You are free to cancel your subscription at any time simply by sending us a letter, giving us 28 days notice. All the free received gifts are yours to keep. You will not owe any money for the goods not yet delivered.

4.5 If you decide for whatever reason not to keep a received issue, you must send it back unopened within 7 days following the receipt of your despatch to the following address:

Hachette Partworks
PO Box 77
Jarrow
NE32 3YJ

A parcel kept more than 7 days means acceptance and the invoice should be paid promptly.

5. Price for the Subscription

5.1 The price for the issue shall be the price displayed on the terms and conditions of each product presented on the Site.

5.2 All prices displayed on the Site are inclusive of charges for packaging and delivery within the UK and Republic of Ireland, and any applicable value added tax and any other sales taxes.

6. Terms of Payment

6.1 Unless specified otherwise, you only pay at reception of the dispatch.

6.2 You can pay by cheque, postal order, Visa, Delta or Mastercard. Please call our customer care team to make the arrangements.

Please be advised that we do not currently accept direct debit payments. Please note that we can not accept Switch cards or Solo cards.

6.3 All despatched products remain the property of Hachette Partworks until payment is received. Remittance

will not be considered as a payment until the funds are cleared in Hachette Partworks bank account. Until full payment is received, Hachette Partworks can request the product is returned but at the client's cost.

7. Delivery

7.1 Hachette shall endeavour to deliver the Partwork issues promptly and at the frequency specified in the product terms and conditions. Partwork issues shall be using Royal Mail Service. However, Hachette shall not be liable for any delay in delivery howsoever caused.

7.2 If Hachette fails to deliver the first Partwork issue within 28 days of acceptance of your order for any reason other than your fault or any cause beyond Hachette's reasonable control, you shall be entitled at any time thereafter up until actual delivery of the first Partwork issue to cancel your Subscription.

8. Liability

8.1 If you notify Hachette (in accordance with Condition 10.2) of any valid claim in respect of any Partwork issue which is based on any defect in the quality or condition of such issue or any product supplied with it, Hachette shall at your option either replace the relevant Partwork issue or product free of charge or refund the issue.

8.2 Should Hachette be unable to supply you with issues of a Partwork due to circumstances beyond its control, Hachette will notify you of such circumstances and if those circumstances continue for a period of 3 months either you or Hachette may terminate the Subscription immediately. Any advance payments made by you for Partwork issues not delivered by the date of termination shall be refunded.

8.3 Hachette limits its liability regarding use of its website in the [Website Copyright and Liability Notice](#).

8.4 Nothing in these Conditions will reduce your statutory rights relating to faulty or misdescribed goods.

9. Termination

Hachette may terminate the Subscription forthwith by written notice if Hachette is unable to debit the card specified by you in the online order form with the amount due on the due date in accordance with Condition 6.

10. General

10.1 By operating this Site and posting to it details of Hachette's Partworks, Hachette does not make any offer to sell or supply those or any other Partworks and does not represent that:

10.1.1 it is willing to supply all persons who place, or attempt to place, an order for a Subscription to one of Hachette's Partworks; or that

10.1.2 it has in stock and available for supply all or any of the Partworks described or referred to in the Site.

10.2 Any notice required or permitted to be given either by you to Hachette or by Hachette to you under these Conditions shall be in Writing. A notice addressed to Hachette shall be sent to its Customer Centre as shown on the "Contact Us" page on the Site. Any notice to be sent to you shall be sent to the address for delivery of the Partworks specified in your order.

10.3 Hachette will try and solve any disagreements quickly and efficiently. If you are not happy with the way Hachette deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom. The Contract shall be governed by English law.

11. Interpretation

"Conditions" means the standard terms and conditions of sale set out on the page of the Site headed "Website Terms and Conditions of Sale" on the date on which the Contract is made;

"Contract" means a contract made on these Conditions for the purchase of a Subscription;

"Subscription" means a subscription to one of Hachette's Partworks, as described on the Site, which Hachette will supply in accordance with these Conditions;

"Hachette" means Hachette Limited about whom additional information is set out on the "Contact Us" page of the Site;

"Partworks" means the various periodicals published by Hachette as described on the Site;

"Site" means the Internet site with the home page address www.hachettepartworks.co.uk;

"Writing" includes fax, e-mail and comparable means of communication.