



TWENTYWELL PRESS

Website Terms and Conditions

Introduction

These Website Terms and Conditions apply between You, the User of the Website, **www.twentywellpress.com** (including any subdomains, unless expressly excluded by their own terms and conditions), and Bethany K. Smith trading as Twentywell Press (hereinafter referred to as “**Twentywell Press**”), the owner and operator of the Website.

Please read these Website Terms and Conditions carefully as they affect Your legal rights. Your agreement to comply with and be bound by these Website Terms and Conditions is deemed to occur upon Your first use of the Website. If You do not agree to be bound by these Website Terms and Conditions You should stop using the Website immediately.

Interpretation

1. “**Content**” means any text, graphics, images, logos, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of the Website, including any content uploaded by Users.
2. “**Good(s)**” means the goods advertised on the Website that Twentywell Press supplies to You, of the number and description as set out in the Order;
3. “**User(s)**” or “**You/r**” means any third party that accesses the Website and is not either (i) employed by Twentywell Press and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Twentywell Press and accessing the Website in connection with the provision of such services.

4. “We”, “Us” or “Our” means Bethany K. Smith trading as Twentywell Press.

Intellectual Property and Acceptable Use

1. All content uploaded on the Website is the property of Twentywell Press, Our affiliates or other relevant third parties.
2. By continuing to use the Website, You acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on the Website shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any trademark, logo or service mark displayed on the site without the owner’s prior written permission.
3. You may, for Your own personal, non-commercial use only, do the following:
 - a. Retrieve, display, view and interact with the Content on a computer, tablet or phone screen;
 - b. Download and store the Content in electronic form; and
 - c. Print copies of the Content.
4. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the prior written permission of Twentywell Press.

Prohibited Use

5. You may not use the Website for any of the following purposes:
 - a. In any way which causes, or may cause, damage to the Website or interferes with any other person’s use or enjoyment of the Website;
 - b. In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation or governmental order; and
 - c. Making, printing, transmitting or storing copies of the Content protected by Copyright for use other than personal, non-commercial use, without the written permission of the owner.

Links to Other Websites

6. The Website may contain links to other websites. Unless expressly stated, such websites are not under the control of Twentywell Press or Our affiliates.

Twentywell Press assumes no responsibility for the content of such websites and disclaims liability for any and all forms of loss (including economic loss), injury, harm or damage arising out of the use of them. The inclusion on the Website of a link to another website does not imply any endorsement or the websites themselves or of those in control of them.

Privacy Policy and Cookies Policy

7. Your privacy is important to Twentywell Press. We respect Your privacy and comply with the UK General Data Protection Regulation and related national and implementing laws with regard to Your Personal Data.
8. These Website Terms and Conditions should be read in conjunction with the Twentywell Press Privacy Policy and the Twentywell Press Cookies Policy, which You can find on our Website.
9. The Twentywell Press Privacy Policy and the Twentywell Press Cookies Policy are hereby incorporated by reference into these Website Terms and Conditions. **You are advised to read them carefully as they affect Your legal rights.**
10. For enquiries or complaints regarding Our treatment of Your Personal Data, please email **bethany.k.smith@twentywellpress.com**

Availability of the Website and Disclaimers

11. Any online, facilities, tools, services or information that Twentywell Press makes available through the Website (hereinafter referred to as the “**Service**”) is provided ‘as is’ and on an ‘as available’ basis. Twentywell Press does not warrant that the Service will be free of defects and/or faults.
12. To the maximum extent permitted by law, Twentywell Press provides no warranties as to the accuracy of information on the Website. Twentywell Press is under no obligation to update information on the Website.
13. While Twentywell Press uses reasonable endeavours to ensure that the Website is secure and free from errors, viruses and other malware, Twentywell Press does not warrant or guarantee such online security. Upon using the Website, all Users take responsibility for their own online security and that of their personal details, computers and other such devices.
14. Twentywell Press accepts no liability for any disruption or non-availability of the Website, including any loss (including economic loss), injury, harm or damage that may occur to any person (natural or legal) as a result.
15. Twentywell Press reserves the right to alter, update, suspend or discontinue any part, or the whole, of the Website including, but not limited to, any Goods and/or services available. These Website Terms and Conditions shall

continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of Liability

16. Nothing in these Website Terms and Conditions shall:
 - a. Limit or exclude Twentywell Press's or Your liability for death or personal injury resulting from Twentywell Press's or Your negligence, as applicable;
 - b. Limit or exclude Twentywell Press's or Your liability for fraud or fraudulent misrepresentation; or
 - c. Limit or exclude any of Twentywell Press's or Your liabilities in a way that is not permitted under applicable law.
17. Twentywell Press shall not be liable to You in respect of any losses arising out of events beyond Our reasonable control.
18. To the maximum extent permitted by law, Twentywell Press accepts no liability for any of the following:
 - a. Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - b. Loss or corruption of any data, database or software;
 - c. Any special, indirect or consequential loss or damage.

General

19. You may not transfer any of Your rights and obligations under these Website Terms and Conditions to any other person. Twentywell Press may transfer Our rights and obligations under these Website Terms and Conditions where we reasonably believe Your rights will not be affected.
20. These Website Terms and Conditions may be varied by Twentywell Press from time to time. Such revised terms will apply to the Website from the date of publication. Users are advised to check the Website Terms and Conditions regularly to ensure familiarity with the then current version.
21. These Website Terms and Conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between Users and Twentywell Press concerning its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to website terms and conditions.

22. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Website Terms and Conditions and no third party shall have any right to enforce or rely on any provision of these Website Terms and Conditions save where there has been an express assignment of rights or obligations by Twentywell Press.
23. If any court or competent authority finds that any provision of these Website Terms and Conditions (or any part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity or enforceability of the other provisions of these Website Terms and Conditions shall not be affected.
24. Unless otherwise agreed, no delay, act or omission by any party in exercising any right or remedy shall be deemed a waiver of that, or any other, right or remedy.
25. These Website Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under these Website Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of English and Welsh courts.

Twentywell Press Details

Bethany K. Smith trading as Twentywell Press operates the Website **www.twentywellpress.com**. You can contact Twentywell Press by email on **bethany.k.smith@twentywellpress.com**.

These Website Terms and Conditions were created by Bethany K. Smith trading as Twentywell Press on **18th June 20**



TWENTYWELL PRESS

Sale of Goods Terms and Conditions

These Sale of Goods Terms and Conditions apply between You, the Purchaser of the Good(s) sold on the Website (www.twentywellpress.com), and Bethany K. Smith trading as Twentywell Press (hereinafter referred to as “**Twentywell Press**”), the Seller of the Good(s).

Please read these Sale of Goods Terms and Conditions carefully as they affect Your legal rights. Your agreement to comply with and be bound by these Sale of Goods Terms and Conditions is deemed to occur upon You placing an order for the Good(s). If You do not agree to be bound by these Sale of Goods Terms and Conditions You should not place an order to purchase the Good(s). You can only purchase the Good(s) from the Website if You are eligible to enter into a contract and are at least eighteen (18) years old.

Interpretation

26. “**Consumer**” means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;
27. “**Contract**” means a legally binding agreement between You and Twentywell Press for the supply of the Good(s);
28. “**Delivery Location**” means the Seller’s premises or other locations where the Good(s) shall be supplied, as set out in the Order;
29. “**Durable Medium**” means paper or email, or any other medium that allows information to be address personally to the recipient, enables the recipient to store the information in a way that is accessible for future reference for a period that is long enough for the purposes of the information and allows the unchanged reproduction of the information stored;
30. “**Good(s)**” means the goods advertised on the Website that Twentywell Press supplies to You, of the number and description as set out in the Order;

31. **Order** means the Purchaser's order of the Good(s) from the Seller as submitted following the step-by-step process set out on the website.
32. **"Purchaser(s)"** or **"You/r"** means any third party who places an order on the Website for the Good(s), regardless of the amount or manner of payment made.
33. **"Seller", "We", "Us" or "Our"** means Bethany K. Smith trading as Twentywell Press.

Goods

34. The description of the Goods is as set out on the Website, catalogues, brochures or other form of advertisement. Descriptions are for illustrative purposes only and there may be minor discrepancies in the size and colour of the Goods supplied.
35. In case of any Goods made to Your special requirements, it is Your responsibility to ensure that any information or specification You provide is accurate.
36. All Goods appearing on the Website are at all times subject to availability.
37. Twentywell Press can make changes to the Goods which are necessary to comply with any applicable law or safety requirement and will notify You of such changes.

Personal Information

38. Twentywell Press shall retain and use Your information strictly according to Our Privacy Policy which You can find on our Website.
39. Twentywell Press may contact You in relation to Your Order by email or other electronic communication and/or by prepaid post and You agree to this upon placing Your Order.

Basis of Sale

40. The description of the Goods on the Website does not constitute a contractual offer to sell the Goods. When an Order is placed on the Website Twentywell Press can reject it for any reason, although we will try to inform You of the reason without undue delay.

41. The Order process is set out on the Website. Each step allows You to check and amend any errors before submitting the Order. It is Your responsibility to ensure that You use the ordering process correctly.
42. A Contract will be formed for the sale of the Goods only when You receive an email from Us confirming the Order (the “**Order Confirmation**”), which, if the Order is accepted, will be within a reasonable time after the Order has been placed. You must ensure that the Order Confirmation is complete and accurate and inform Twentywell Press immediately of any errors. Twentywell Press is not responsible for any inaccuracies in the Order placed by You.
43. Any quotation is valid for a maximum period of one (1) day from its date, unless Twentywell Press expressly withdraws it at an earlier time.
44. No variation of the Contract, whether it be a change to the description of the Goods, pricing or otherwise, can be made after the Contract has been entered into unless it is agreed by the Purchaser and the Seller in writing.
45. Twentywell Press intends that these Sales Terms and Conditions apply only to a Contract entered into by a Consumer. If You are not acting as a Consumer (for example, if You are acting in a business capacity), You must inform Twentywell Press so that We can provide You with a different set of terms and conditions more appropriate to the situation.

Price and Payment

46. The price of the Goods and any additional delivery and other charges is that set out on the Website at the date of the Order or such other price as Twentywell Press may agree with You in writing.
47. You must pay by submitting Your credit card or debit card details or connecting Your PayPal account with Your Order. Twentywell Press will take payment immediately or otherwise before delivery of the Goods.

Delivery

48. Twentywell Press uses third party postal services to deliver the Goods to the Delivery Location. If the Goods are then available, We will despatch the Goods by delivering them to the applicable third party without undue delay, usually within two (2) to three (3) working days and, in any event, not more than ten (10) working days after the date on which the Contract is entered into.
49. Because Twentywell Press uses third party postal services to deliver the Goods to the Delivery Location, We cannot and do not guarantee transit times or delivery dates.

50. If the Goods are not then available, Twentywell Press cannot and does not guarantee despatch times and We will despatch the Goods by delivering them to the applicable third party as soon as reasonably possible.
51. If Twentywell Press does not despatch available Goods within the period specified in Clause 27, you can (in addition to any other available remedies) treat the Contract at an end if:
- a. We have refused to despatch the Goods; or
 - b. Delivery on time is essential in taking into account all the relevant circumstances at the time the Contract was made, or if You told Twentywell Press in writing before the Contract was made that delivery on time was essential; or
 - c. After We have failed to deliver on time, You have specified a later time which is appropriate to the circumstances and We have not delivered within that period.
52. If You notify Twentywell Press that You intend to treat the Contract at an end, per the conditions above, We will (in addition to other available remedies) promptly return all payments made under the Contract.
53. If You are entitled to treat the Contract at an end but You do not do so, You are not then prevented from cancelling the Order for any Goods or rejecting any Goods that have been delivered and, if you do this, we will (in addition to other available remedies) promptly return all payments made under the Contract for such cancelled or rejected Goods. If the Goods have been delivered, You must return them to Us and we will pay for the cost of such return.
54. If any Goods form a commercial unit (if division of the unit would materially impair the value of the Goods or the character of the unit) then You cannot cancel or reject the Order for some of the Goods without also cancelling or rejecting the Order for the rest of them.
55. If You reside in mainland United Kingdom, Twentywell Press will pay for the costs of shipping Your Goods. However, excluding the situation described in Clause 32, Twentywell Press will not pay for the costs of domestic returns.
56. If You reside outside mainland United Kingdom, Twentywell Press will not pay for the costs of shipping Your Goods and prices will be calculated according to the weight of your Goods. You may also be required to pay import duties or other taxes as applicable. Excluding the situation described in Clause 32, Twentywell Press will not pay for the costs of international returns.
57. You agree that Twentywell Press may deliver the Goods in instalments if We suffer a shortage of stock or there is another genuine and fair reason, subject to the above provisions and provided You are not liable for extra charges.

58. If You or Your nominee fail, through no fault of Twentywell Press, to take delivery of the Goods at the Delivery Location, Twentywell Press may charge You the reasonable costs of redelivery, regardless of whether you reside in or out of mainland United Kingdom.

59. The Goods will become Your responsibility from completion of delivery and You must, if reasonably practical, examine the Goods before accepting them.

Risk and Title

60. Risk of damage to, or loss of, any Goods will pass to You when the Goods are delivered to You.

61. You do not own the Goods until Twentywell Press has received payment in full. If payment in full is overdue and/or a step occurs towards Your bankruptcy before You have made payment in full, Twentywell Press can choose by notice to treat the Contract as cancelled and cancel any outstanding delivery of the Goods and/or require You to return any Goods that have been delivered but have not been paid for in full.

Withdrawal, Cancellation and Returns

62. Once Your Order has been accepted by email (“**Order Confirmation**”) it cannot be withdrawn. Your Order Confirmation will generally be sent immediately after Your Order has been placed.

63. This is a **Distance Contract** (as defined below) which has the **Cancellation Rights** set out below. However such Cancellation Rights do not apply to a Contract for the sale of the following Goods in the following circumstances:

- a. Goods that are made to Your specifications or are clearly personalised;
- b. Goods which are liable to deteriorate or expire quickly;
- c. Goods that are computer software, programs, files, electronic images, and audio or video recordings;
- d. Goods that have become irreparably damaged, destroyed or altered, through no fault of Twentywell Press, after delivery; and
- e. Goods that have become mixed inseparably, according to their nature, with other items after delivery.

64. Cancellation Rights

- a. You can cancel a Contract for the sale of Goods within fourteen (14) days without giving a reason (“**Cancellation Period**”). The Cancellation Period will expire exactly fourteen (14) days from the day on which You or Your nominee acquires physical possession of the Goods.

- b. To exercise the right to cancel You must inform Twentywell Press of Your decision to cancel the Contract by a clear written statement setting out Your decision, which can be done by emailing **bethany.k.smith@twentywellpress.com**.
- c. To meet the cancellation deadline it is sufficient for You to send Your written communication indicating Your decision to cancel before the Cancellation Period has expired.

65. Effect of Cancellation in the Cancellation Period

- a. If You cancel a Contract for the sale of Goods within the Cancellation Period, Twentywell Press will reimburse You all payments received from You for such Goods, only if:
 - i. You have provided evidence of Your purchase in the form of a paper or electronic receipt to Twentywell Press, which You can email to **bethany.k.smith@twentywellpress.com**.
 - ii. You have returned to Twentywell Press any Goods that have already been delivered in connection with the Contract; and
 - iii. Such Goods have been returned in **Perfect Condition** (as defined below) and not later than fourteen (14) days from the day on which You communicate to Us Your cancellation of the Contract.

66. Timing of Reimbursement

- a. Subject to the provisions above, Twentywell Press will reimburse You without delay, and not later than:
 - i. Fourteen (14) days after the day We receive back from You any Goods already delivered; or
 - ii. (If earlier) Fourteen (14) days after the day You provide evidence that You have returned the Goods.
- b. Twentywell Press will process the reimbursement using the same means of payment that You used when You placed the Order, unless expressly agreed otherwise. You will not incur any fees as a result of processing the reimbursement.

67. Returning Goods

- a. If You have received Goods in connection with a Contract which You have cancelled You are obliged to return the Goods to Twentywell Press without delay and, in any event, not later than fourteen (14) days from the day on which You communicate to Us Your cancellation of the Contract.

- b. You agree that You will bear the costs of returning the Goods.
- c. You must return the Goods to the following Returns Address: **[address to be provided after book launch]** and we advise that You retain proof of Your return.
- d. For purposes of these Cancellation Rights:
 - i. “**Distance Contract**” means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
 - ii. “**Perfect Condition**” means the same condition that the Goods were in when they were provided to the third-party postal service by Twentywell Press for delivery to the Delivery Location, and, in any event, free from damage (including wear and tear), defects and alterations.

Conformity

68. Twentywell Press has a legal duty to supply the Goods in conformity with the Contract, which means the following obligations must be met.

69. Upon delivery, the Goods will:

- a. Be of satisfactory quality;
- b. Be reasonably fit for any particular purpose for which You bought the Goods, if, before the Contract was made, You made such purpose known to Twentywell Press;
- c. Be reasonably fit for any purpose held out by Twentywell Press or set out in the Contract; and
- d. Conform, to the extent reasonably possible, to their description.

70. It shall not constitute a failure to conform if the failure has its origin in Your materials, equipment, devices or improper use of the Goods under the circumstances.

71. Twentywell Press provides the following after-sales services:

- a. Twentywell Press will support You in downloading, installing, accessing or properly using any computer software, programs, files, electronic images, and audio or video recordings, as applicable. You can email

bethany.k.smith@twentywellpress.com or send a letter to [P.O. Box] to request such services.

Successors or Subcontractors

72. You may not transfer any of Your rights and obligations under the Contract to any other person. Twentywell Press may transfer Our rights and obligations under the Contract where we reasonably believe Your rights will not be affected.
73. Twentywell Press shall be liable for the acts and omissions of any employees or subcontractors We choose to help perform Our duties only if such acts or omissions take place in the course of the performance of the employee's or subcontractor's duties on behalf of Twentywell Press. For clarity, Twentywell Press shall not be liable for the acts or omissions of any third-party postal or courier services used for the delivery of Goods.

Circumstances Beyond the Control of the Parties

74. In the event of any failure by a party because of an event beyond its reasonable control:
 - a. The party will advise the other party as soon as reasonably practicable; and
 - b. The party's obligations will be suspended so far as is reasonable, but shall resume as soon as is reasonably practical, and the party will not be liable for any failure which it could not reasonably avoid or otherwise remedy.

Privacy

75. Your privacy is important to Twentywell Press. We respect Your privacy and comply with the UK General Data Protection Regulation and related national and implementing laws with regard to Your Personal Data.
76. These Sale of Goods Terms and Conditions should be read in conjunction with the Twentywell Press Privacy Policy and the Twentywell Press Cookies Policy, which You can find on our Website.
77. The Twentywell Press Privacy Policy and the Twentywell Press Cookies Policy are hereby incorporated by reference into these Sale of Goods Terms and Conditions. **You are advised to read them carefully as they affect Your legal rights.**
78. For enquiries or complaints regarding Our treatment of Your Personal Data, please email **bethany.k.smith@twentywellpress.com**

Excluding Liability

79. Twentywell Press does not exclude liability for:

- a. Any fraudulent act or omission; or
- b. Death or personal injury caused by negligence or breach of Our other legal obligations.

80. Subject to the provisions above, Twentywell Press shall not be liable for:

- a. Loss that was not reasonably foreseeable to both parties at the time the Contract was made;
- b. Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities; and
- c. Any special, indirect or consequential loss or damage.

General

81. These Sale of Goods Terms and Conditions may be varied by Twentywell Press from time to time. Such revised terms will apply from the date of publication. Purchasers are advised to check the Sale of Goods Terms and Conditions regularly to ensure familiarity with the then current version.

82. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Sale of Goods Terms and Conditions and no third party shall have any right to enforce or rely on any provision of these Sale of Goods Terms and Conditions save where there has been an express assignment of rights or obligations by Twentywell Press.

83. If any court or competent authority finds that any provision of these Sale of Goods Terms and Conditions (or any part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity or enforceability of the other provisions of these Sale of Goods Terms and Conditions shall not be affected.

84. Unless otherwise agreed, no delay, act or omission by any party in exercising any right or remedy shall be deemed a waiver of that, or any other, right or remedy.

Governing Law, Jurisdiction and Complaints

85. These Sale of Goods Terms and Conditions (including any noncontractual matters) shall be governed by the law of England and Wales.

86. Disputes can be submitted only to the courts of England and Wales.

87. Twentywell Press prefers to avoid disputes so We try to resolve them by asking You to contact Us before taking other measures or bringing formal proceedings. Please email any concerns to **bethany.k.smith@twentywellpress.com**.

Twentywell Press Details

Bethany K. Smith trading as Twentywell Press operates the Website **www.twentywellpress.com**. You can contact Twentywell Press by email on **bethany.k.smith@twentywellpress.com**.

These Sale of Goods Terms and Conditions were created by Bethany K. Smith trading as Twentywell Press on **18th June 2021**.