

## **Garden City Ink Terms and Conditions**

Please read all these terms and conditions.

In the first instance should any problem arise with our service please contact us at [publisher@gardencityink.com](mailto:publisher@gardencityink.com) and we will endeavour within reasonable means to resolve any issues.

We are a small family run company and are totally unconnected to Amazon. We are therefore in no way liable for anything to do with their services at any time. Similarly, although we give advice on how to use other advertising services, we are in no way liable for anything to do with their services at any time.

When you begin your journey of publishing an eBook with Amazon please read their terms of use carefully.

### **About our Terms and Conditions**

Access to and use of any [www.gardencityink.com](http://www.gardencityink.com) the site under the control of Garden City Ink (this Site(s)) and any training materials is provided by Garden City Ink on the following terms and conditions (the "Terms and Conditions"):

1. You will be deemed upon registration for your online account to be a Garden City Ink online service user ("Online Account User").
2. By using this service you agree to register as an Online Service User and be bound by these Terms and Conditions which shall take effect immediately on registration. If you do not agree to be bound by all of the following Terms and Conditions please do not submit your order.
3. You must be over the age of 18 to register as an Online Account User. Individuals younger than 18 can use the service but only with the permission of a Parent or Guardian.
4. To become an Online Service User you will need to provide us with some personal details about yourself. We will protect your personal data as set out in our Privacy Statement.

Please read this before registering:

5. You can cancel registration at any time by emailing us at [publisher@gardencityink.com](mailto:publisher@gardencityink.com) however this will not usually lead to a refund.

6. Garden City Ink may change these Terms and Conditions from time to time and so you should check these terms regularly. Your continued use of our services as an Online Account User will be deemed acceptance of the updated or amended Terms and Conditions. If you do not agree to the changes, you should cease using our services.

7. Garden City Ink may bring any rights granted to you to an end at any time without necessarily providing any notice to you.

### **Conditions of Use**

8. You agree to use our services only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of our services. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue. You may not impersonate another person.

### **Intellectual Property**

9. All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) and all content located on this Site and in our training materials shall remain vested in Garden City Ink.

10. This Site and the training materials contain proprietary materials which are owned by Garden City Ink. These materials which will be identified as "Proprietary" include but are not limited to our logos and trading names, certain photographic and video images, sounding recordings and the design, layout and appearance of and graphics contained within this Site and in our training materials. These proprietary materials are protected by intellectual property rights. Unauthorised use of these proprietary materials will constitute intellectual property infringement.

### **Contributions to Garden City Ink**

11. Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way

12. In order that Garden City Ink can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any third party rights, that you have the right to give Garden City Ink permission to use it for the purposes specified above and that you have the

consent of anyone who is identifiable in your contribution or the consent of their parent/guardian if they are under 18.

13. If you do not want to grant Garden City Ink the permission set out above on these terms, please do not submit or share your contribution to or with Garden City Ink.

### **Your Garden City Ink Account**

14. If you use multiple logins for the purpose of disrupting a community or annoying other users you may have action taken against all of your accounts. All accounts must be registered with a valid personal email address that you access regularly so that emails can be sent to you. Accounts registered with someone else's email address or with temporary email addresses may be closed without notice.

### **Legal Requirements**

15. You may not submit or share any defamatory or illegal material of any nature in Garden City Ink communities. This includes text, graphics, video, programs or audio. Contributing materials to a Garden City Ink community with the intention of committing or promoting an illegal act is strictly prohibited.

### **Accuracy of Content and Information**

16. Garden City Ink is not able to guarantee that information contained on or available via this Site and training materials will continue to be accurate. You confirm that you have not relied on any such information and any arrangements made between you and any other person, using or named on this Site is entirely at your sole risk and responsibility.

17. Information contained in or accessible via this Site and training materials changes on a regular basis. We may make improvements or alterations to this Site at any time and without notice.

18. If any links to other websites appear on this Site, Garden City Ink accepts no responsibility or liability for the content of that website (whether under our control or otherwise). Any link is not intended to be, nor should be construed as, an endorsement of any kind by us.

19. Should we link to another website we will try to make it as clear as possible that you are leaving this Site. It is your responsibility to check the terms and conditions and privacy policy on any other website that you visit.

## **Liability**

20.1 We do not guarantee that use of this Site or our training materials will be compatible with all hardware and software;

20.2. use of this Site will be uninterrupted or error or virus free as far as practicable;

20.3. use of this Site will deliver any specific outcome for its users; or that

20.4. defects will be corrected.

21. You must take appropriate steps to ensure that you regularly check for viruses when using this Site on any device.

22. We make no statement about the suitability of the content, information and services contained on, or accessed via, this Site or training materials. All warranties, terms and conditions in this regard, including all warranties, terms and conditions implied by statute or otherwise, of satisfactory quality and fitness for purpose are excluded to the fullest permitted by law. For the avoidance of doubt this includes materials accessed via links to websites (including home pages, web pages or documents they contain) operated by third parties.

23. We further exclude to the fullest extent permissible by law all liability for damages and direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by you or any third party and arising out of or in any way connected with the use of this Site or its content, whether based on contract, tort, strict liability or otherwise.

24. You will defend, indemnify and hold harmless us, our affiliates and our officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by you of these Terms and Conditions.

## **Complete Agreement**

25. These Terms and Conditions (including the privacy statement) contain all the terms and conditions applicable to your use of this Site. Nothing contained on this Site is intended to be, nor should be construed as an offer by us to enter into, a contractual relationship with you or anyone else except on these Terms

and Conditions.

## **Jurisdiction and acceptance of these Terms and Conditions**

26. These Terms and Conditions, and any dispute in relation to the materials available from this Site, are governed by English law. The English courts have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Terms and Conditions or use of this Site.

1. These Terms and Conditions will apply to the purchase of the goods by you. We are Garden City Ink of Letchworth Hertfordshire with email address publisher@gardencityink.com.
2. These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by confirming on the order form. If you do not confirm that you have read and accepted the terms and conditions on the order form, you will not be able to complete your Order. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old. Or have the permission and support of a Guardian or Parent to use the service.

## **Goods**

3. The description of the Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the Goods supplied.
4. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
5. All Goods which appear on the Website are subject to availability. As the business progresses there will be a waiting list. In this event payment will not be taken until the 28 day service can commence.
6. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

## **Personal information**

7. We retain and use all information strictly under the Privacy Policy.
8. We may contact you by using e-mail or other electronic communication

methods and by pre-paid post and you expressly agree to this.

## **Basis of Sale**

9. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
10. 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 check that you have used the ordering process correctly.
11. A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract but in any event not later than the delivery of any Goods supplied under the Contract.
12. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
13. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer.
14. We reserve the right to use any created art works (such as a book cover) for promotional and portfolio purposes
15. After payment has been received and the created works delivered the customer will own the copyright of created work

## **Price and Payment**

16. The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.
17. Prices and charges include VAT at the rate applicable at the time of the

Order.

18. You must pay by submitting your credit or debit card details on the invoice with your Order and we can take payment immediately or otherwise before delivery of the Goods.

### **Delivery**

19. We will deliver the service by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 28 days after the day on which the Contract is entered into.

20. If we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:

- a. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
- b. After we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

21. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

22. Once the Goods (training materials) have been delivered you agree to waive your rights under law to any cancellation period.

23. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

### **Risk and Title.**

24. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

### **Right to cancel**

25. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights,

however, do not apply to this contract for the following services (with no others) in the following circumstances:

- a. service that is tailored to your specifications or are clearly personalised;
- b. Material supplied within the service are goods which are liable to deteriorate or expire rapidly.

26. Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:

- a. in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

The right of cancellation normally given in distance selling contract does not apply to:

27. the supply of goods made to your specifications or clearly personalized;

28. a service if Garden City Ink has fully performed it and you accepted when you placed your order that we could start to deliver it and that you could not cancel it once delivery had started;

29. the supply of digital content (including training materials, digital software, ebooks, MP3, etc) which is not supplied on a tangible medium (e.g. on a CD or DVD) if you accepted when you placed your order that we could start to deliver it, and that you could not cancel it once delivery had started;

Effects of cancellation in the cancellation period

### **Conformity**

30. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

31. Upon delivery, the Goods will:

- a. be of satisfactory quality;
- b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and



c. conform to their description.

32. It is not a failure to conform if the failure has its origin in your materials.

### **Circumstances beyond the control of either party**

33. In the event of any failure by a party because of something 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, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.

### **Excluding liability**

34. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer - because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

### **Governing law, jurisdiction and complaints**

35. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

36. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

37. We try to avoid any dispute, so we deal with complaints in the following way: If a customer is unsatisfied with a product the customer(s) should contact us to find a solution. We intend to reply within 7 days of contact with an amicable solution.

To cancel an order before payment simply send an email to [publisher@gardencityink.com](mailto:publisher@gardencityink.com) unless for any reasons stated above cancellation after payment is not possible due to the goods being of a custom specification

and personalized nature.

### **Information about us**

These General Terms and Conditions are an agreement ("Agreement") between you and Garden City Ink about your use of the information, software, products, and services contained in or available through [gardencityink.com](http://gardencityink.com) ("the Website"). This Agreement governs any use of the Website as a fee paying member.

You are responsible for making all arrangements necessary for you to have access to the Website and training materials.

The Website is made up of various web pages which we operate. The Website is offered to you conditional on your acceptance of these General Terms and Conditions and any notices contained in these General Terms and Conditions and the Website itself.

We aim to update the Website regularly and can change the content at any time. We will use our reasonable efforts to keep the Website available to you, but if necessary, we may suspend access to the Website, or close it indefinitely.

We will not be liable if for any reason the Website is unavailable at any time or for any period.

In addition, we are not responsible for any loss, injury, claim, liability, or damage ("Loss") related to your use of any website linked to the Website ("Linked Website") including if this Loss (i) arises from errors or omissions in the content of any Linked Website, or (ii) is as a result of any Linked Website being down or (iii) arises from any other use of any Linked Website.

Your use of any linked Website is at your own risk.

Please remember that any documents you share may include commercially sensitive or confidential information relating to you, your business or affairs or the business or affairs of a third party, or information protected by the Data Protection Act 1998.

Alternatively customers can contact Garden City Ink directly at [publisher@gardencityink.com](mailto:publisher@gardencityink.com) to cancel their membership.

## **Changing these General Terms and Conditions**

We reserve the right to change the General Terms and Conditions under which the Website is offered.

We will give notice of changes to all fee paying members where such changes will result in a material reduction in the availability, benefits and features of the Website. In all other circumstances, we will give notice (which may be immediate notice) before the changes take effect.

You understand and agree that your use of the Website and acceptance of training materials after the date on which the Agreement has changed will be treated as acceptance of the updated Agreement.

Linked Websites are not under our control and we are not responsible for the contents of any Linked Website including, without limitation, any link contained in a Linked Website, or any changes or updates to a Linked Website. We are not responsible for webcasting or any other form of transmission received from any Linked Website.

We provide any links to you only as a convenience and the inclusion of any link does not mean we endorse the site or have any association with its operators. These General Terms and Conditions do not cover your interaction with Linked Websites, and you should carefully review the General Terms and Conditions and privacy policies of any third party sites.

Certain services made available via the Website may be delivered by third parties. By using any product, service or functionality originating from the Website domain, you acknowledge and consent that we may share such information and data with any third party with whom we have a contractual relationship to provide the requested product, service or functionality for the Website's users and customers.

## **Our Privacy Policy**

Protecting your privacy is very important to us. Please review our privacy policy below which explains how we treat your personal information and protect your privacy.

Any Personal Data that you give us will be treated with the utmost care and security. It will not be used in ways to which you have not agreed.

The Personal Data we collect is used to provide you with the service that you have requested or to respond to an enquiry that you have made.

We will not sell, rent or loan any Personal Data or identifiable information collected on this Website, except that we may pass or sell your Personal Data to third parties in the event that we sell the whole or part of our business.

The information collected from this Website will be stored for as long as is required for the uses stated above. We will do our best to fully comply with the latest UK Data Protection legislation and its implications.

### **No unlawful or prohibited use**

As a condition of your use of the Website, you warrant to us that you will not use the Website for any purpose that is unlawful or prohibited by these General Terms and Conditions and notices. You must not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You must not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website without the express written consent of Garden City Ink.

As the authors of material on the website must always be acknowledged and you must not use the material in a derogatory manner. If you print off, copy or download any part of the website or training materials in breach of these general terms and conditions, your right to use the website and training materials will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Use of communication services**

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- defame, abuse, harass, stalk, threaten or otherwise breach the legal rights (such as rights of privacy and publicity) of others;
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control these rights or have received all necessary consents;
- upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- conduct or forward surveys, contests, pyramid schemes or chain letters;
- download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- restrict or inhibit any other user from using and enjoying the Communication Services;
- breach any code of conduct or other guidelines which may be applicable for any particular Communication Service;
- harvest or otherwise collect information about others, including e-mail addresses, without their consent; or
- breach any applicable laws or regulations.

We have no obligation to monitor the Communication Services. However, we reserve the right to review materials posted to a Communication Service and to remove any materials in our sole discretion. We reserve the right to terminate your access to any or all of the Communication Services at any time without notice if we reasonably believe that you have breached these terms for use of the Communication Services or are misusing the Communication Services in any way.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. We do not control or endorse the content, messages or information found in any Communication Service and, therefore, we specifically disclaim any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not our authorised spokespersons and their views do not necessarily reflect our views.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for keeping within these limitations if you download the materials.

*Materials provided to the Website or posted at any gardencityink.com website*

We will not own the materials you provide to us (including feedback and suggestions) or post, upload, input or submit to any gardencityink.com website or its associated services (collectively "Submissions").

No compensation will be paid in relation to the use of your Submission, as provided in these General Terms and Conditions. We are under no obligation to post or use any Submission you provide and may remove any Submission at any time in our sole discretion.

By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **Liability disclaimer**

The information, software, products, and services included in or available through the website may include inaccuracies or typographical errors. Changes are periodically added to the information on the website. Garden City Ink may make improvements and/or changes in the website at any time. Information and opinions received via the website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate

professional for specific advice tailored to your situation.

Although Garden City Ink will use its reasonable efforts to keep the website available and the information on the website reasonably accurate, Garden City Ink and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the website or other materials for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind.

Garden City Ink and/or its suppliers disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Neither Garden City Ink nor any employees and sub-contractors, shall be liable to you or any other party for any losses or damages whatsoever or howsoever arising in connection with the website or training materials (whether under these general terms and conditions or other contract or as a result of any misrepresentation, misstatement or tortious act or omission, including negligence).

Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting our customer service department at [publisher@gardencityink.com](mailto:publisher@gardencityink.com)

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