

TERMS AND CONDITIONS OF SALE

Information about us

www.octopusbooks.co.uk (the "Website") is operated by Littlehampton Book Services Limited and Octopus Publishing Group Limited (referred to as "we", "us" and "our" below).

Littlehampton Book Services Limited ("LBS") is a company registered in England and Wales (registration number 00250744)

LBS whose registered office is at Faraday Road, Durrington, Worthing, West Sussex, England, BN13 3RB.

These terms and conditions of sale

These terms and conditions of sale (the "Terms") govern any orders placed using and purchases made in connection with the Website. Please read these Terms carefully. You agree to be bound by these Terms by placing orders using and/or by making purchases in connection with the Website. Do not place orders using or make purchases in connection with the Website if you do not agree to these Terms. Nothing in these Terms affects your statutory rights.

The Website and the information contained on it may be supplemented, removed, changed and/or updated without notice to you. We may revise these Terms and any other legal notice on the Website (including the Terms and Conditions and Privacy Policy) without notice to you. All changes will be effective when posted on the Website and you should check the Website from time to time to review these Terms and other legal notices because they are binding on you.

Your responsibilities

By placing an order using and/or by making a purchase in connection with the Website, you warrant to us that you are legally capable of entering into a binding contract with us in the country in which you are located. You are solely responsible for ensuring that the details that you provide are correct and complete and for informing us of any changes to them.

You will only use the Website in accordance with our Terms.

Ordering

LBS is responsible for processing any orders for print and audio books placed using or purchased in connection with the Website. LBS is under a legal duty to supply products in conformity with the contract.

To select products to order, simply click on the +basket button against the appropriate book title and choose the relevant format from the drop-down menu. Use the basket to see the contents of your shopping basket. When you have finished shopping, please click on 'Checkout'.

To place an order, you will need to fill in billing address, shipping address (which you can copy from billing address with a single click), shipping option (see delivery charges), and credit card details. You will also be able to determine whether your address is saved for your next visit, and whether you wish to be contacted for marketing purposes. Check all the details of your order (if you need to change anything, click any of the 'Edit' buttons next to the component you need to change). Click 'Pay Now' to place your order.

You can save multiple shipping addresses by simply entering a new address as required. At your next visit you will have the option to select from previously used addresses.

If you have any questions regarding your order please contact LBS by telephoning +44(0)1903 828500, Monday to Friday, between the hours of 9am and 5pm, or by sending an email to mailorders@lbsltd.co.uk.

Your account

Once you have set up an account by ordering a book, your account details will be kept securely on our system if you have chosen for us to do so. All you need to do is visit the 'Log in' menu, and then log in by entering your email address and password. If you have forgotten your password, click on 'Forgot password' to reset your password and have it sent to you.

When you sign in to your Account Details page, you can edit or delete saved billing and delivery addresses and you can change options and preferences.

What are my payment options?

We accept payment by the following credit cards:

Visa

Visa Debit

Mastercard

American Express

As well as selecting card type, you will need to fill in your credit card number, expiry date, and the name and address of the card holder. You may be asked for the CSC code, this is the final three digits of the long number on the signature strip on the back of your card or four digits on the front for American Express.

This site uses SecureTrading, an independent payment service provider, to process credit and debit card payments. All sensitive payment card information is encrypted using e-payment software and is sent to the bank for instant authorisation via the SecureTrading network of payment gateways. Transactions normally take a few seconds to be processed. For more information about SecureTrading please visit their website at www.securetrading.com or call 0800 028 9151.

Safe shopping

We take your online privacy seriously. We have a security certificate issued by Verisign. However, the security of any payments transmitted and processed via the internet cannot be guaranteed. Any losses incurred or sustained by you as a result of transmitting information by means of email or other internet link will be borne solely and exclusively by you.

Prices

The prices shown are only applicable to orders placed using or purchases made in connection with the Website. All prices are inclusive of UK taxes but exclusive of delivery charges.

Every effort is made to ensure that all prices are correct at time of display online. In the unlikely event of an administrative error resulting in an incorrect price being displayed on the Website, we reserve the right to correct the price. Where we discover an error in the price of any product that you have ordered or purchased, we will not be obliged to proceed with your order and we will usually endeavour to inform you of the error and the correct price as soon as possible. In these circumstances, you will not be bound to continue with your purchase, and we will usually endeavour to ask you to send an email (where you had placed an online order) or a letter (where you placed an order with us using any other method) to us to confirm that you wish to proceed at the corrected price within a stated time. In the event that you reply that you do not wish to proceed at the corrected price, or do not reply within the stated time or if we are unable to contact you, then we will cancel the order or purchase and refund the amount paid by you. In no circumstances will we be obliged to proceed with your order or purchase at an incorrect price, even if we have accepted your order for a product displayed at the incorrect price and/or failed to inform you of the error.

Special Offers

From time to time we may run special offers. These are available for limited times only. We reserve the right to withdraw the special offer or change any of the terms (including the availability and end date) of the special offer at any time without notice to you.

Out of stock titles

We are unable to accept orders for products that are out of stock. Any orders placed for products that are out of stock will be cancelled and any amounts paid in respect of those products will be refunded. No substitute products will be offered in place of any out of stock products ordered. Please check back at the site at a later date to see if the product has become available.

Acknowledging your order

Your order constitutes an offer. Once you have placed your order with us, LBS will acknowledge receipt of your order by sending either an email to you using the address you supplied when placing your order with us. This acknowledgement of receipt does not constitute acceptance of your order.

Your order is accepted by LBS on despatch of the products. If for any reason LBS is unable to fulfil your order, LBS will inform you of this by email .

Amending your order

If you need to amend your order please contact LBS by telephoning +44(0)1903 828500 Monday to Friday, between the hours of 9am and 5pm, or by sending an email to mailorders@lbsltd.co.uk.

Delivery

We can deliver to any address in the United Kingdom. Delivery to a UK address is stated by the website during a web order or over the telephone in the case of a telephone order.

Once we have sent an order confirmation to you, we will endeavour to deliver the product(s) covered by it to the UK delivery address entered by you within five working days but in any event we will deliver the product(s) within 30 days of the day in which the contract is entered into except in the case of pre-orders which shall be delivered within 30 days of the day in which the product(s) become available.

We may deliver the products in instalments. Delivery charges will be those set out at the time of your order.

International orders

Please note that we can only deliver products to countries in which we have the right to sell them. Where you intend to order a product to be delivered to an address outside the UK, please contact LBS in advance by telephoning 01235 827702, Monday to Friday, between the hours of 9am and 5pm, or by sending an email to mailorders@lbsltd.co.uk to confirm that we can deliver the product to you. If you place an order for a product that we cannot deliver to you, then we will cancel the order and any amounts paid in respect of it will be refunded. No substitute products will be offered in place of any such products.

Once we have sent an order confirmation to you, we will endeavour to deliver any product set out in it to the delivery address entered by you within 30 calendar days of the date of that order confirmation.

We will not be liable to you for any loss or damage arising from delay in delivery. We may deliver the products in instalments. Delivery charges will be those set out at the time of your order.

You will be responsible for the payment of any import duties or taxes that are payable outside of the UK. You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

Postage and packing charges

International orders postage costs are calculated at the point of order on the basis of weight of products ordered and you will be informed of the cost before you complete the transaction.

Risk and title

The products will be at your risk from the time of delivery. Ownership of the ordered products will only pass to you when we receive full payment of all amounts due in respect of the products purchased, including delivery charges.

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the products. If your order is delivered in instalments the cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last of the products.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by making a clear statement

in writing by email to mailorders@lbsltd.co.uk or by post to LBS Limited:

Mail Order Department

Faraday Close

Durrington

Worthing

West Sussex

BN13 3RB You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Please ensure that you quote your order reference and identify the products which you want to cancel your order for.

Effects of Cancellation

If you cancel this contract, we will reimburse you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any products supplied, if the loss is the result of unnecessary handling by you.

We will make reimbursement without undue delay and not later than:

(a) 14 days after the day we receive back from you any products we have supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the products, or

(c) If there were no products supplied, 14 days after the day on which we were informed about your decision to cancel this contract.

We will make reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

You will send the products back to LBS Limited at the address above, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of this contract to us. The deadline is met if you send back the products before the period of 14 days has expired. You will have to bear the costs of returning the products to us. You are only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the products.

Products that are of unsatisfactory quality or faulty or mis-described

If the reason for the return is that the item was damaged before it reached you, or faulty or was mis-described we will also refund the package costs paid by you to return the product to us.

Returns should be sent to LBS Limited at the following address:

Mail Order Department

Faraday Close

Durrington

Worthing

West Sussex

BN13 3RB

Our warranty and liability

We warrant to you that any product purchased from us through our Website is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

Our liability for any losses that you might suffer as a result of you placing an order for or making a purchase of products in connection with the Website is strictly limited to the combined purchase price of the relevant products that you have purchased. We exclude all liability and responsibility to you for all other loss or damage that you might suffer provided that this exclusion does not include or limit our liability for (i) death or personal injury caused by our negligence (ii) fraud or fraudulent misrepresentation or (iii) any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

Model Cancellation form

To LBS Limited of Faraday Close, Durrington, Worthing, West Sussex, BN13 3RB

Email address: mailorders@lbsltd.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [enter description of goods].

Ordered on: [enter date order placed]

Received on: [enter date goods received if applicable]

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is delivered in paper form):

Date:

[*] Delete as appropriate