

1 These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether they are physical goods or digital content.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

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Information about us and how to contact us

2.1 Who we are. We are Browns Books, a company registered in England and Wales. Our company registration number is 01607961 and our registered office is at 22-28 George Street, Hull, HU1 3AP. Our registered VAT number is GB 347 6304 50.

2.2 How to contact us. You can contact us by telephoning our customer service team on 01482 384660 or by writing to us at enquiries@brownsbfs.co.uk.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

3.1 Our order process. Our shopping pages will guide you through the steps you need to take to place an order with us. Before you place your order you will see a description of the main characteristics of the products in your shopping basket. Our order process allows you to check and amend any errors in your shopping basket before submitting your order to us. Please take the time to read and check your order at each page of the order process.

3.2 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.3 If we cannot accept your order. If we are unable to accept your order, we will tell you. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified. If your order is for digital content and you have already paid for it, we will refund you promptly.

4 Our products

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we try to display the colours accurately, we cannot guarantee that your device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown on images on our website.

4.3 Some products may have age restrictions. Some products, such as films, may carry age restrictions. The product details will make those age restrictions clear. By ordering products with age restrictions, you are confirming that you meet those age restrictions.

5 Your rights to make changes

If you wish to make a change to your order please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the delivery charges, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6 Our rights to make changes

6.1 Changes to these terms. We may make changes to these terms from time to time, for example, to reflect changes in the law or to accommodate new types of product. Each time you order products from us, the version of these terms then in force will apply to that order.

7 Providing the products

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website during the checkout process.

7.2 When we will provide the products.

7.2 If the products are goods. If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the carrier will endeavour to leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.5 If you do not re-arrange delivery. If you do not collect the products as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will endeavour to contact you for further instructions. If despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

7.6 When you become responsible for the product. The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from your nominated bookshop.

7.7 When you own goods. You own a product which is goods once we have received payment in full.

7.8 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

7.8.1 deal with technical problems or make minor technical changes;

7.8.2

update the product to reflect changes in relevant laws and regulatory requirements;

7.8.3 make changes to the product as requested by you or notified by us to you (see clause 6).

8 Your rights to end the contract

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

8.1.3 If you have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but the refund may be subject to deductions;

8.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.1);

8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.3

there is a risk that the supply of the products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

8.2.5 you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When you don't have the right to change your mind.

You do not have a right to change your mind in respect of:

8.4.1

sealed audio or sealed video recordings or sealed computer software, once they have been unsealed after you receive them; and

8.4.2 any products which become mixed inseparably with other items after their delivery.

8.5 How long you have to change your mind. How long you have depends on what you have ordered and how it is delivered.

8.5.1 If you have bought goods (for example, books or CDs). You have 14 days after the day you (or someone you nominate) receive the goods unless your goods are split into several deliveries over different days, in which case you have until 14 days after the day you (or someone you nominate) receive the last delivery to change your mind about the goods.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. If you do not have any other rights to end the contract (see clause 8.1), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or,

if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9 How to end the contract with us (including if you have changed your mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know. The best way to do that is to call customer services on 01482 384660 or email us at enquiries@brownsbfs.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us at the returns address published on our website. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

9.3.1 if the products are faulty or misdescribed; or

9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

9.4 How we will refund you. When we give you a refund, we will refund you the price you paid for the products, including delivery costs, by the method you used for payment. However, in some circumstances, we may make deductions from the price, as described below.

9.5 Deductions from refunds. If you are exercising your right to change your mind:

9.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods if it has been caused by your handling them in a way which would not be permitted in a shop.

9.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

9.6.1 If the products are in good condition your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

9.6.2 In all other cases, your refund will be made within 14 days of your telling us you are exercising your right to change your mind.

10 Our rights to end the contract

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products (for example, a corrected delivery address); or

10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from your nominated local bookshop.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11 If there is a problem with the product

11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01482 384660 or write to us at enquiries@brownsbfs.co.uk. If you are not happy with how we have handled your complaint, you have the right to submit the dispute for online resolution to the European Commission Online Dispute Resolution Platform, which you can find at <http://ec.europa.eu/consumers/odr>

11.2 Summary of your legal rights. We are under a legal duty to supply products that conform to this contract. See the box below for a summary of your key legal rights concerning the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods (for example, a book) the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

up to 30 days: if your item is faulty, then you can get a refund.

up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or if that doesn't work, some of your money back.

if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all your money back

if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

11.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must post them back to us at the returns address on our website. We will pay the costs of postage.

12 Price and payment

12.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. Clause 12.3 describes what happens if we discover an error in the price of the product you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 What happens if we get the price wrong. It is always possible that some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 When you must pay and how you must pay. We accept payment by Visa and Mastercard debit and credit cards registered to a valid UK address, and by PayPal. When you must pay depends on the product you are buying:

12.4.1 For goods, you must pay for the products before we dispatch them. If you pay by debit or credit card, we will not charge your card until we dispatch the products to you. If you pay by PayPal, we will charge you when you place your order (because that is inherent to how PayPal works).

12.5

Contribution to your local bookshop.

During the checkout process, you will be invited to nominate one of a range of local bookshops to receive a proportion of the purchase price from us. You do not have to do so if you do not want to. The purchase price will be the same whether or not you choose to do so.

13 Our responsibility for loss or damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is

foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14 How we will use your personal information. Our privacy policy describes what we will do with your personal information. Please take the time to read it carefully. You will be asked to agree to our privacy policy when you create an account with us or when you place an order with us.

15 Other important terms

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if that happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 You need our consent to transfer your rights to someone else. You may only transfer your rights under these terms to another person if we agree to it in writing. We may not agree if you owe us money, if you have otherwise broken the contract between us, if it would be illegal or if it would put us in breach of our obligations to others.

15.3 Nobody else has any rights under this contract. This contract is between you and us. No other person will have any rights to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 If you are not happy with how we have handled your complaint, you have the right to submit the dispute for online resolution to the European Commission Online Dispute Resolution Platform, which you can find at <http://ec.europa.eu/consumers/odr>

15.7 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.