



Terms and Conditions

Preamble

The purpose of this document (“Terms and Conditions”) is to set out, for the person or persons accessing this website, the terms and conditions of its use. Secondly, the document sets out the terms of trade for non-business customers, to whom the terms of use apply also.

These terms and conditions are governed by English law. Any grievance or dispute is subject to the non-exclusive jurisdiction of the English courts.

This website is owned and maintained by Anthony J Bloor (trading as Simon Siabod Publishing). The pronouns *we*, *us*, and *our* are used in these Terms and Conditions to denote the owner of this website. The pronouns *you* and *your* are used to denote the person or persons using this website.

1. Terms and Conditions of Use

1.1 Copyright

This website contains material the use of which is regulated by intellectual property laws. The reproduction of material is permitted under certain circumstances. It is not an infringement of copyright if material is reproduced for the purpose of “fair dealing” (as defined by UK copyright law) or “fair use” (as defined by USA copyright law); fair dealing or fair use includes the use of material for personal reference, private study, academic research, and criticism or review. The reproduction of material for any other purpose (i.e. copying, downloading, uploading, posting, distributing, retransmitting, republishing, or re-using it in any form or by any means) or modifying it in any way and for any other purpose (including the modification of computer code or software) is unauthorised and requires the written permission of the copyright holder.

1.2 Availability of Website

This website has been designed in accordance with W3C validation standards and is intended to be accessible at all times from a wide range of Internet-enabled devices. However, computer and telecommunications systems may require periods of downtime for the purposes of repair, maintenance or upgrading; it is also the case that such systems can undergo failure due to electrical faults, interruptions to supply, or other unforeseen circumstances. In either case this website will be unavailable. We cannot guarantee uninterrupted availability of this website, and cannot be held responsible for circumstances over which we have no control; a period of unavailability, for whatever reason, does not constitute a breach of contract. As a supplement to

this disclaimer, it is a condition of use that you must not use this website in any way that prevents access to it or in any way that disrupts or inhibits its availability.

1.3 Links to Other Sites

This website incorporates links to other websites that are owned and maintained by third parties. Links to third-party sites are provided for your convenience. We do not control the material contained on these sites, or the services or products available through them, and the provision of these links does not constitute an endorsement by us of third-party content. Please note that links to PayPal constitute an exception to the foregoing: we provide product and price data to PayPal, and the links enable you to place an order. In all cases however, the use of third-party sites is governed by the terms and conditions of use as set out therein, and we are not responsible for any damages, losses, costs or expenses arising from the use of such sites.

1.4 Warranties Disclaimer

This website is provided on an “as is, as available” basis. The person or persons using it does so at their own risk. We make no representations or warranties of any kind, expressed or implied, as to the operation of this site or the information, content, materials or products included on it. All warranties are disclaimed to the extent permitted by law including, but not limited to, any implied warranties as to quality, merchantability, or fitness for a particular purpose. Please note also that, whilst checks are in place to prevent infection, we cannot guarantee that this site or its contents are error free, or that this site, its servers, or emails sent from us are free of viruses or other potentially harmful codes. Under no circumstances shall we be liable for damages of any kind arising from the use of this site, including (but without limitation) direct, indirect, incidental or consequential damage; loss of data, profits or business; depletion of goodwill or otherwise. Loss or damage for personal injury or death arising out of negligence are not excluded.

1.5 Indemnity

A further condition of use is that you agree to indemnify and hold us harmless in respect of any and all liabilities, losses, damages, fees, costs and expenses (including legal expenses) which may arise in connection with your use of this site or as a result of any breach of these terms by you or your authorised users (including, but not limited to, such unauthorised usage as set out in clause 1.1 above).

2. Terms and Conditions of Sale

(Non-business Customers)

2.1 Availability of Goods

All of our books are available for immediate despatch following publication. If a book is temporarily out of stock or cannot for some reason be despatched, we will inform you of this and give you a likely delivery date with the option of cancelling your order and receiving a full refund.

2.2 Prices

The RRP of an item is shown on this website in UK pounds sterling. The online price shown on this website is available to those customers who use PayPal to order an item from us. Online prices are inclusive of taxes but exclusive of delivery charges. Online prices and delivery charges are shown in UK pounds sterling; any currency conversion, if necessary, will be performed by your payment card company or by PayPal, depending on your method of payment. Currency conversions will be liable to a processing fee, charged by your card company or by PayPal. Online prices are subject to change without warning, but the price you will be charged will be the price on the day of your order, as listed on this website. If an item increases in price during the period between order and despatch, we will not pass along the increase.

2.3 Ordering and Payment

When you order goods from us via the Internet, payment is due at the time of your placing an order. Online payments are processed by PayPal. If you click on a PayPal “Buy Now” button, you will be transferred to the PayPal payment screen. There you will be invited to enter details of your order, including an address for delivery. You can choose to pay by debit/credit card or (if you have a PayPal account) to use your PayPal account to make the payment. After reviewing your details, you may cancel your order or confirm payment. Following confirmation, you will receive a message from PayPal as to the success or failure of the transaction. If you have entered your card details into this screen, your payment card company may perform a security check prior to authorisation. Your card (or PayPal account) will be debited at the time of processing by PayPal, and you will be able to print a receipt from the PayPal screen. You will, in addition, receive an email from PayPal confirming payment and the details of your order. The delivery address you have specified to PayPal will be passed on to us so that we can process your order. We do not have access to your card details.

We may at our sole discretion rescind acceptance of any order containing incorrect information, whether this results from technical malfunction or any other cause. We will endeavour to inform you if this is the case.

Please allow 10 working days before contacting us to chase up your order. Any queries regarding orders should be sent to the appropriate email address listed on the contact page.

2.4 Data Protection and Privacy

This website does not use cookies and does not provide users with the facility for data input. We collect personal information from you only if you place an order; in such instances, any personal information is processed by PayPal and sent to us via email. We process your personal information in accordance with the Data Protection Act 1988 and later legislation including the General Data Protection Regulation 2018. The type of personal information we collect consists of:

- Name
- Postal Address inc Country
- Telephone Number
- Email Address

When placing an order, you may submit information about other people. For instance, if you order a gift online and want it sent directly to the recipient, you will need to submit the recipient's address. In this case, we need only the name of the recipient and their postal address whilst their email address and telephone number are optional; confirmation of delivery can be sent either to you or to the recipient.

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with third parties except to the extent necessary to complete that order. We use the information you provide about someone else when placing an order only to ship the product and to confirm delivery; we do not share this information with third parties except to the extent necessary to complete that order. We use email addresses (or telephone numbers if email is unavailable) to inform you of any delivery problems and to answer the email we receive. Email addresses and telephone numbers are not used for any other purpose and are not shared with third parties.

Online payments are processed independently of this website by PayPal. We do not have access to your card details. PayPal sends to us only those personal details that are necessary to process your order, as outlined above.

To prevent unauthorised access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate procedures to safeguard and secure the information we collect from online input.

2.5 Internet Security

If you order goods from us via the Internet, your payment will be processed independently of this website by PayPal; we do not handle these financial transactions and neither do we have access to your card details. PayPal encrypts card data and has other security measures in place for the customer's safety; however, the security of information transmitted via the Internet cannot be guaranteed, and we cannot be held responsible for a security failure originating with PayPal or other suppliers. We will not be liable for any losses that you may sustain as a result of such a failure.

2.6 Delivery of Goods in the UK

We can deliver to any address in the UK. Goods will be delivered to the shipping address that you specify in your order. There may be a charge for delivery. The charge will be the charge set out when you place your order: if there is an increase in delivery charges during the period between order and despatch, we will not pass along the increase. Delivery charges and delivery times are listed on this website. All delivery times are estimates only and, whilst we endeavour to avoid delay, we cannot be held liable or offer compensation if we fail to meet our designated delivery time. You will be notified however if any delay is due to availability.

2.7 Orders for Goods to and from Overseas

There may be a territorial restriction on our ability to deliver overseas and we will inform you accordingly. Goods will be delivered to the shipping address that you specify in your order. When placing an order, please provide PayPal with a full and accurate shipping address including

country. Overseas orders will be subject to a delivery charge. The charge will be the charge set out when you place your order: if there is an increase in delivery charges during the period between order and despatch, we will not pass along the increase. Delivery charges and delivery times are listed on this website. All delivery times are estimates only and, whilst we endeavour to avoid delay, we cannot be held liable or offer compensation if we fail to meet our designated delivery time. You will be notified however if any delay is due to availability.

When ordering goods for delivery overseas you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. We have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Any additional charges for customs clearance must be borne by you.

When ordering from us, you are considered to be an importer of merchandise and must comply with all laws and regulations of the country in which you are receiving the goods. You are responsible for notifying your local customs office of your purchase. Please be aware also that cross-border deliveries are subject to opening and inspection by customs authorities.

2.8 Risk/Title

Our acceptance of an order constitutes a contract under the Distance Selling Regulations (and, as such, a binding agreement between two parties), according to which we (the supplier) are legally bound to supply the goods, and you (the buyer) are legally bound to pay for them. However, an order will not be accepted until we have received in full (cleared funds) all sums due in respect of the goods including any delivery charges. For the avoidance of doubt, funds held in a PayPal reserve account, for whatever reason, shall not be deemed cleared funds.

The Distance Selling Regulations (as amended 2005) give you a period of seven working days following receipt of the goods during which you have the right to cancel the contract and receive a full refund. If you wish to cancel a contract under those terms, you must notify us in writing and return the goods. Ownership of goods does not pass to you until such time has elapsed, at which point the contract expires. Please note that in that time you have a statutory duty to take reasonable care of the goods.

Should despatched goods be lost in transit, you will be given the choice of new goods or a full refund, including any delivery charges. The decision whether an item is lost or simply delayed rests with Royal Mail. Guidelines are available on its website.

2.9 Returns and Refunds

If for whatever reason a book needs to be returned, we offer a “no quibble” returns policy as long as you notify us by email of your intent, and as long as you return the goods in the same condition as they were received, with the original packaging together with the delivery note, and within 14 calendar days of your receiving the item.

Please let us know the reason for the return in an accompanying letter. You will be given the choice of receiving a replacement book or a refund. A refund of the delivery charge will be given only in the demonstrable event that the customer has received an unordered item, an item damaged in transit, or a faulty item. In this instance we will also ensure that the recipient is

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reimbursed for the postage costs incurred in returning the item. Refunds are normally processed within 30 calendar days of receipt of the returned item.

You are advised to use registered post or recorded delivery for returning goods in order to provide evidence of despatch should a returned item be lost in transit. You are also advised to make a note of the order number given on the delivery note.

To check the authenticity of a claim, we reserve the right to inspect items for damage or defect, or to check the customer's order record for items delivered in error.

This returns policy does not affect the customer's statutory rights.

2.10 Supply

We reserve the right at our sole discretion not to supply certain customers, or customers in certain countries, or to apply any limitations of quantity or value as deemed appropriate.

Last update: June 2022

The sole proprietor of Simon Siabod Publishing is Anthony J Bloor, 6 Street Meadow, Church Stretton, Shropshire UK, SY6 6HY
