

## TERMS AND CONDITIONS FOR LICENSING OF DIGITAL CONTENT

### 1. THESE TERMS

**1.1 What these terms cover.** These are the terms and conditions on which we licence digital content to you. You agree to be bound by these terms and conditions.

**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 license digital content 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.

**1.3 Age Restriction.** You must be over 18 to purchase a licence for the digital content.

**1.4 Are you a consumer?** You are only entitled to license the digital content if you are a consumer. You are a consumer if:

- You are an individual.
- You are licensing digital content from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

**1.5 This is our entire agreement with you.** These terms constitute the entire agreement between us.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are part of Hachette UK Limited a company registered in England and Wales, with company registration number 2020173 and with registered office at Carmelite House, 50 Victoria Embankment, London, EC4Y 0DZ. The registered VAT number is 205505305. We are comprised of various divisions. In respect of the relevant book, the licensor, and the entity which you will be entering into a contract with if the order is accepted, is:

- (a) Mary Berry's Christmas Collection – Headline Publishing Group Limited (company number 2782638);
- (b) The Hairy Bikers' 12 Days of Christmas – The Orion Publishing Group Limited (company number 2663988);
- (c) Kirstie's Christmas Crafts – Hodder & Stoughton Limited (company number 651692); and
- (d) Nadiya's Bake Me A Festive Story – Hodder & Stoughton Limited (company number 651692).

This website and the accompanying mobile applications have been developed and are maintained for us by Trellisys.net Pvt. Ltd, the owners of Papertrell platform, whose registered office is at 572, 3<sup>rd</sup> Main, 2<sup>nd</sup> Block, R.T. Nagar, Bangalore, 560032, India.

**2.2 How to contact us.** If you have any queries about the website, the mobile applications, or the digital content that you have licensed, you can contact us by telephoning +44 1235 759 555 or by email at [hukcustomerservice@hachette.co.uk](mailto:hukcustomerservice@hachette.co.uk). It will help if you tell us the name and email address that you used to register.

**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 How we will accept your order.** Our acceptance of your order will take place when we make the digital content available for you to access. At this point a contract will come into existence between you and us.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this. This might be because the digital content is unavailable, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the description of the digital content or because of technical problems.

**3.3 Receipt of your order.** We will send you an email to confirm receipt of your order.

**3.4 Territories.** You can license our digital content from most countries throughout the world. If we are unable to accept your order for any reason we will tell you and will not charge you for the digital content.

**3.5 Licensing of Digital Content.** If you place an order for digital content and we accept that order we will license to you the non-exclusive right to access the digital content via our website and mobile applications. The digital content is for your personal, non-commercial use only. Any other use of digital content is strictly prohibited. You may not download (other than to our mobile application), modify, transmit, publish, participate in the transfer or sale of, sub-license, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the digital content, in whole or in part. All intellectual property rights in the digital content belong to us or our licensees. You have no intellectual property rights in or to the digital content other than the right to use it in accordance with these terms.

### 4. OUR DIGITAL CONTENT

**4.1 Digital content may vary slightly from their pictures.** The images of the digital content on our website and mobile applications are for illustrative purposes only. Your digital content may vary slightly from those images.

**4.2 Digital content packaging may vary.** The packaging or cover of the digital content may vary from that shown in images on our website and mobile applications.

### 5. OUR RIGHTS TO MAKE CHANGES

**5.1 Changes to the digital content.** We may change the digital content, for example:

(a) to reflect changes in relevant laws and regulatory requirements; and

**(b)** to implement technical adjustments and improvements, for example to improve performance, enhance functionality or content or address a security threat. These changes will not affect your use of the digital content.

**5.2 Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you paid for it.

## **6. PROVIDING THE DIGITAL CONTENT**

**6.1 Delivery costs.** The costs of delivery, if any, will be as displayed to you before you pay for the digital content.

**6.2 When we will provide the digital content.** We will make the digital content available by you as soon as we accept your order. If you have pre-ordered digital content the date it is available will be displayed before you pay and the digital content will be available after that date.

**6.3 We are not responsible for delays outside our control.** If our supply of the digital content 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 digital content you have paid for but not received.

**6.4 Reasons we may suspend the supply of digital content to you.** We may have to suspend the supply of the digital content to you:

- (a)** to deal with technical problems or make technical changes;
- (b)** to update the digital content to reflect changes in relevant laws and regulatory requirements; or
- (c)** to make changes to the digital content.

**6.5 Your rights if we suspend the supply of digital content.** We will contact you in advance to tell you we will be suspending supply of the digital content, unless the problem is urgent or an emergency.

## **7. YOUR RIGHTS TO END THE CONTRACT**

**7.1 Ending your contract with us.** Your rights when you end the contract will depend on what you have licensed, whether there is anything wrong with it, how we are performing, when you decide to end the contract:

**(a) If what you have licensed is faulty or misdescribed you may have a legal right to end the contract** (or to get the digital content repaired or replaced or to get some or all of your money back), see Clause 10;

**(b) If you have just changed your mind about the digital content,** see Clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods; or

**(c) If you want to end the contract because of something we have done or have told you we are going to do,** see Clause 7.2.

**7.2 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 (a) to (c) below the contract will end immediately and we will refund you in full for any digital content which have not been provided and you may also be entitled to compensation. The reasons are:

**(a)** we have told you about an error in the price or description of the digital content you have ordered and you do not wish to proceed;

**(b)** there is a risk that supply of the digital content may be significantly delayed because of events outside our control; or

**(c)** you have a legal right to end the contract because of something we have done wrong.

**7.3 If you have just changed your mind.** You may be able to get a refund if you are within the cooling-off period but this may be subject to deductions.

**7.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of digital content after you have started to download or stream it if you have acknowledged that your cancellation right has been lost.

**7.5 How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

## **8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**8.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

**(a) Phone or email.** Call +44 1235 759 555 or email [hukcustomerservice@hachette.co.uk](mailto:hukcustomerservice@hachette.co.uk). Please provide your name, the name and email address that you registered with and details of the order.

**(b) By post.** Print off the cancellation form below and post it to us at the address on the form. Or simply write to us at that address, including your order number, details of what you licensed, when you ordered or received it and your name and address.

**8.2 How we will refund you.** We will refund you the price you paid for the digital content by the method you used for payment.

**8.3 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your consumer right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## 9. OUR RIGHTS TO END THE CONTRACT

**9.1 We may end the contract if you break it.** We may end the contract for a digital content at any time by writing to you if you are in breach of it.

**9.2 We may withdraw the digital content.** We may write to you to let you know that we are going to stop providing the digital content. We will let you know at least 14 days in advance of our stopping the supply of the digital content. If we withdraw the digital content within 12 months of you first purchasing access to the digital content we will, at our option, provide the applicable digital content to you on an alternative format or refund you the price that you paid.

## 10. IF THERE IS A PROBLEM WITH THE DIGITAL CONTENT

**10.1 How to tell us about problems.** If you have any questions or complaints about the digital content, you can contact us by telephoning +44 1235 759 555 or by email [hukcustomerservice@hachette.co.uk](mailto:hukcustomerservice@hachette.co.uk). Alternatively, you can write to us at the address provided in Clause 2.1.

**10.2 Your legal rights.** We are under a legal duty to supply digital content that is in conformity with this contract. Nothing in these terms will affect your legal rights.

## 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

**12.1 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, but we are not responsible for any loss or damage that is not foreseeable. 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.

**12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the digital content.

**12.3 Defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**12.4 We are not liable for other losses.**

## 12. HOW WE MAY USE YOUR PERSONAL INFORMATION

**14.1 How we may use your personal information.** We will only use your personal information as set out in our [Privacy Notice](#).

## 13. 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.

**15.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**15.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall 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.

**15.6 Which laws apply to this contract and where you may bring legal proceedings.** Unless prohibited by applicable laws, these terms are governed by English law and you can bring legal proceedings in respect of the digital content in the English courts.

Last Updated: 16 December 2020

## THE SCHEDULE

### MODEL CANCELLATION FORM

*(Complete and return this form only if you wish to withdraw from the contract)*

To Headline Publishing Group Limited / The Orion Publishing Group Limited / Hodder & Stoughton Limited [\*], Carmelite House, 50 Victoria Embankment, London, EC4Y 0DZ.

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following digital content [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate