

Haynes Manuals & Books

Website Terms and Conditions of supply (for hardcopy manuals & books)

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on our website "www.haynes.co.uk" ("our site") to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should or a copy of these terms and conditions for future reference.

By checking the box marked "Please check to confirm that you have read and accepted our Terms & Conditions" or by ordering any Product, you agree to these terms. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

These terms and conditions also include warranty, disclaimers and liability exclusions. If there is anything in these terms, including warranty, disclaimers and liability exclusions, that you disagree with or are not willing to be bound by, or if something is missing from these terms, you can choose not to purchase the Products.

1. **INFORMATION ABOUT US**

1.1 We operate the websites "www.haynes.co.uk" and "www.uk.haynes.com". We are JH Haynes & Co Ltd (trading as Haynes Publishing) a company registered in England and Wales under company number 1449587 and with our registered office and main trading address at Sparkford, Yeovil, Somerset, BA22 7JJ, England. Our VAT number is GB 323 6351 79.

2. **YOUR STATUS**

2.1 By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old.

3. **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

3.1 Before placing an order, you will be asked if you accept these terms and conditions. We will send you an e-mail ("Order Confirmation") acknowledging that we have received and accepted your order after you confirm your acceptance of these terms and conditions and subject to receipt of the payment

due for the Products. The contract between us ("Contract") will only be formed when we send you the Order Confirmation.

- 3.2 The Contract will relate only to those Products whose order we have confirmed in the Order Confirmation.

4. YOUR CANCELLATION RIGHTS

- 4.1 Subject always to these terms and conditions, as a consumer, you have a statutory right to cancel for any reason and receive a full refund. You will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 8 below). Your statutory right to cancel a Contract starts from the date of the Order Confirmation (when the Contract between us is formed). If the Products have been delivered to you, you may cancel at any time within seven working days, starting from the day after you receive the Products.

- 4.2 To cancel a Contract, you must inform us in writing. If the Products have been delivered to you, you must also return the Products to us as soon as reasonably practicable, and at your own cost (but see clause 4.3 below). You have a legal obligation to take reasonable care of the Products while they are in your possession.

- 4.3 If you are returning the Product because of an error on our part or because it is defective, we will refund the delivery charges incurred in sending the item to you and your costs in returning it to us, but will not reimburse any other costs incurred by you for the return of the Product (such as any priority, express or courier delivery charges).

- 4.4 This provision does not affect your other statutory rights as a consumer.

5. AVAILABILITY AND DELIVERY

- 5.1 Your order will be fulfilled and delivered (subject to availability) as set out in the Order Confirmation. Our aim is to deliver the order within a reasonable time period of the date of the Order Confirmation, unless there are exceptional circumstances.

6. RISK AND TITLE

- 6.1 The Products will be your responsibility from the time of delivery.
- 6.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

7. PRICE AND PAYMENT

- 7.1 The price of the Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.
- 7.2 Prices include VAT where applicable. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 7.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Order Confirmation.
- 7.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our order procedures. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that we are rejecting it.
- 7.5 If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.
- 7.6 Payment for all Products must be by credit or debit card. We accept payment with the credit or debit cards listed when you make payment. We will not charge your credit or debit card until we dispatch your order.

8. OUR REFUNDS POLICY

- 8.1 If you return a Product to us, because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 4.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us.
- 8.2 Please package the relevant Product securely and send it to us, including the Packing Note that accompanied the Product and stating the Reason for Return. For your protection, we recommend that you use a recorded delivery service and obtain a proof of posting certificate.
- 8.3 We are unable to accept cancellation of Contracts relating to videos, DVDs, audio, video games and software products where the item has been unsealed.

9. OUR LIABILITY TO YOU

- 9.1 If we fail to comply with these terms and conditions, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of the terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.
- 9.2 We only supply the Product for domestic and private use. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity resulting from your use of the Product for any commercial, business or re-sale purposes.
- 9.3 Some of the Products are available in both print and electronic forms. You acknowledge and accept that for such Products the electronic version may have been updated or amended more recently than the print version.
- 9.4 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) defective products under the Consumer Protection Act 1987.
- 9.5 Where you buy any Product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

10. IMPORT DUTY

- 10.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 10.2 Please also note that 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.

11. INTELLECTUAL PROPERTY

- 11.1 The content of all the Products is owned by or licensed to us and is protected by English and international intellectual property laws. This includes all text, images, artwork and all other aspects of the Product. We retain all rights to the Products. They may not be copied, reproduced, transmitted, displayed, distributed or re-presented in any form or by any means, whether print, electronic, mechanical, photocopy, recording or otherwise, without prior written consent from us.

12. WRITTEN COMMUNICATIONS

- 12.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. NOTICES AND COMMUNICATIONS

- 13.1 All notices given by you to us must be given to JH Haynes & Co Ltd (trading as Haynes Publishing) at webmaster@haynes.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

- 14.1 We may transfer our rights and obligations under these terms and conditions to another organisation, but that will not affect your rights or our obligations under this Contract.
- 14.2 You may only transfer your rights and obligations under this Contract if we agree to this in writing.

15. EVENTS OUTSIDE OUR CONTROL

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

- 15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) impossibility of the use of public or private telecommunications networks;
 - (f) the acts, decrees, legislation, regulations or restrictions of any government; and
 - (g) pandemic or epidemic.
- 15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. WAIVER

- 16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 16.2 A waiver by us of any default will not constitute a waiver of any subsequent default.
- 16.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

17. SEVERABILITY

- 17.1 If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

18. OUR CONTRACT WITH YOU

- 18.1 If you are contracting as a consumer, we intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract.

19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 19.1 We have the right to revise and amend these terms and conditions from time to time.
- 19.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

20. LAW AND JURISDICTION

- 20.1 Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

21. THIRD PARTY RIGHTS

- 21.1 A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

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