

## **Terms and Conditions**

### Information about us

www.drphantom.org (the "Website") is operated by Steve Skinner Associates Limited (SSAL) and referred to as "we", "us" and "our" below.

By completing the order form you are submitting an order for the specified goods and you are accepting that your order and the contract between, SSAL and you are subject to these terms and conditions ("Service Terms"). These Service Terms and do not affect your statutory rights.

## 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

SSAL is responsible for processing any orders for print and e-books placed using or purchased in connection with the Website.

To select products to order, simply click on the buy now button of the product you wish to select and click. You will be taken to Paypal to complete your purchase and then in terms of e-books, and the pdf version, will be asked to download and save the file you require. For printed books, Paypal will supply us with your delivery address, if for any reason the delivery address is different, please supply the alternative delivery address within the Paypal notes section and please send an email to orders@drphantom.org

If you have any questions regarding your order please contact SSAL via the email <a href="mailto:orders@drphantom.org">orders@drphantom.org</a>. Office hours are Monday to Friday, between the hours of 10am and 5pm. We will endeavour to answer all emails within these opening hours.

## What are my payment options?

We only accept payment through Paypal, which will accept all major credit and debit cards, along with bank transfers and other funds form other Paypal accounts

### **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.

## **Delivery of Goods To You**

SSAL will deliver the goods ordered by you to the address you gave the Company for delivery at the time you make your order. The Company is entitled to make deliveries in instalments or partial deliveries.

SSAL will use its reasonable endeavours to deliver the goods to you and perform the services within reasonable time after your order is accepted and in any event will use its reasonable endeavours to do so within [thirty (30)] days of the date of your order. Time of delivery is not of the essence and SSAL shall not be liable for any loss or damage or for any costs, charges or expenses caused by any delay in delivery of the goods.

You shall provide such access, assistance and co-operation as SSAL and/or its authorised representatives may require for the purposes of delivering the goods.

# Liability

If the goods delivered are not what you ordered or are damaged or defective SSAL shall have no liability to you unless you notify SSAL in writing of the problem within seven (7) days of the delivery of the goods in question.

If you do not receive goods ordered by you within [thirty (30)] days of the date on which you placed your order, SSAL shall have no liability to you unless you notify SSAL in writing within [forty (40)] days of the date on which you placed your order for the goods. Any notice to be given by you for this purpose (or for the purposes of (a) above) must be in writing and given to SSAL at:

Email: orders@drphantom.org

By post to:

Mail Order Department
Dr Phantom Explains
Steve Skinner Associates Limited
8 Hollins Crescent
Leeds
West Yorkshire
United Kingdom
LS16 5ND

If you notify a problem to SSAL under the above, SSAL's only obligation will be, at its sole discretion, to replace or deliver (as the case may be) any goods that are damaged or have not been delivered or to refund to you the amount paid by you for the goods in question.

Subject to the above and save as may be precluded by law, SSAL will not be liable to you for any economic loss or loss of profit (direct or indirect) or any indirect, special or consequential loss or damage howsoever caused, or any liability arising to any third party.

Nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit SSAL's liability to you for any death or personal injury resulting from SSAL's negligence or for fraud.

## Amendment(s)

SSAL reserves the right at any time (and from time to time and without notice) to make changes to the Services (including, without limitation, these Service Terms).

You will be subject to the Service Terms in force at the time that you use the Site and/or Services.

## **Notices**

Except where expressly stated otherwise in these terms and conditions, all notices from you to the Company must be in writing and sent to the Company at:

Email: orders@drphantom.org

By post:
Mail Order Department
Dr Phantom Explains
Steve Skinner Associates Limited
8 Hollins Crescent
Leeds
West Yorkshire
United Kingdom
LS16 5ND

All notices from SSAL to you will, at the Company's discretion be displayed on the Site or be sent to you in writing by email or by post (in each case at the address you gave to the Company when placing your order).

### **Personal Data**

The Company shall be entitled to process your data in accordance with the terms of the Privacy Policy. You undertake that all details you provide to the Company for the purpose of ordering goods are true and correct.

## Jurisdiction

The Contract (including the Service Terms) is governed by and shall be construed in accordance with English law. Disputes arising in connection with the Contract (including the Service Terms) shall be subject to the non-exclusive jurisdiction of the English courts.

### International use

If you are an international user (i.e. you are not resident in the United Kingdom) you will be responsible for complying with all local laws. In particular (but without limitation) when ordering goods for delivery overseas you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges must be borne by you.

Customs policies vary from country to country; you should contact your local customs office for further information. Please note that when ordering from the Company, you are considered the importer and must comply with all laws and regulations of the country in which you are receiving the goods.

# **Opting In**

By accepting to opt in to subscribe to Dr Phantom periodical publications, you are agreeing to receive communications from SSAL regarding Dr Phantom news, products and updates. You can opt out at nay time by sending an email to orders@drphantom.org with the subject title 'Unsubscribe'.