

## TERMS & CONDITIONS

We recommend that you read these terms of use carefully before you start using [www.beanobooktopia.com](http://www.beanobooktopia.com) (Site) and purchasing any subscriptions. We do advise it because by using the Site, you accept these terms of use and agree to be bound by them. So you should be aware. Ready? Here goes.

In addition, the following additional terms may apply to your use of the Site and form part of these terms:

- our subscriptions policy, appearing at the bottom of this page
- our privacy policy, appearing in the 'privacy policy' link at the bottom of this page
- our cookies policy, appearing in the 'cookie policy' link at the bottom of this page

### 1. Information about us

The Site is operated by Beano Studios Limited (we, us and our). We are a limited company registered in England. Our registered company number is 10054526 and our registered office is at 185 Fleet Street, London, EC4A 2HS. You can contact us using the link below. Our VAT registration number is GB927167212.

### 2. About these Terms

By using the Site you agree these terms (even if they are updated) will apply to you. If you do not agree to the terms, please do not use the Site.

We may change these terms from time to time. We will also change the terms if we make any material changes to the Site. If we change the terms: 1) we will post a new version of the terms on the Site and make it clear on the Site that the terms have been updated 2) you will need to keep an eye on the Site for updated terms, as we don't have another way to tell you about this.

### 3. Age Restrictions and Site Information

This website is an ecommerce site and therefore is only for use by adults aged 16 or over.

Although you may be able to register as a user of our Site if you are under 16, please note that we do not sell Subscriptions or Products to under 16s. All Subscriptions or Products must be purchased by an adult of 16 or over using their own account details.

### 4. Your personal information

Our privacy policy sets out how we use any personal information you give us.

### 5. Access to the Site

It is your responsibility to ensure your computer system meets all the necessary technical requirements to enable you to access and use the Site and that your system works with the Site. It is also your responsibility to ensure that all persons who access the Site through your internet connection are aware of these terms, and that they comply with them.

We cannot promise that the Site will always work or that it won't have errors in it. Access to the Site is allowed on a temporary basis and we may remove, change or stop the service we provide on the Site without notice. We will not be liable to you or any third party if the Site is not available or if we change, stop or remove the Site, or any features, parts or content of the Site at any time no matter for how long.

We may, from time to time, restrict access to certain features, parts or content of the Site, or the entire Site, to users who have registered with us. We may restrict everyone or just specific people/devices. We may accept or refuse any application to register with us at any time and we may suspend or close your account with us at any time if we believe you have not followed these terms of use. You must ensure that any registration details you provide are correct. If you choose, or you are provided with, log-on details (such as a username and password) as part of our security procedures, you must treat such information as secret and must not tell it to anyone else. You are responsible for all activities that occur under your log-on and you must tell us straight away of any use by someone else or other security breach of which you become aware by contacting us through the Help page. We may cancel any log-on details, at any time, if in our opinion you have not followed anything in these terms of use or if any information you give us to register you with the Site as a user is wrong.

This Site is controlled and operated by us from the United Kingdom and is intended

for people who live in the United Kingdom and we do not promise that anything contained on the Site is appropriate for any other country.

## 6. What you are allowed to do

The Site is only for personal use. As long as users follow the “what you are not allowed to do” section below, users may use, share and display content from the Site on a computer screen, print and copy individual pages and store such pages on their device.

Additional terms may also apply to certain features, parts or content of the Site and, where they apply, will be shown to you before you access the relevant features, parts or content.

## 7. What you are not allowed to do

Again, this Site is only for personal use. It is not for business or commercial use, apart from our handpicked advertisers who we allow to display their advertisements on the Site. This means that you cannot use the Site to make a profit:

Except where the Site or these terms of use clearly say they allow this you must not:

- use the Site other than to browse it and where the Site permits this, to upload content;
- collect or gather from the Site information that identifies someone else;
- remove or change any legal notices or other content of the Site or try to get around security or get in the way of the proper working of the Site or the servers on which it is hosted;
- use the Site to send any unwanted or unauthorised advertising or spam mail;
- use the Site to deliberately send or upload any data or material that contains anything which harms computer software or hardware, including viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code;
- attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to our Site or get around, put out of action or otherwise get in the way of our security-related features;
- copy, give out, publicly display or re-sell any part of the Site in breach of these terms of use;
- create links to the Site from any other website, without our prior written consent (we may, without notice, remove any permission we have given to you to link to our Site);

- change, translate, reverse engineer, decompile or disassemble the Site or parts of the Site or create new works from using materials from the Site;
- use the Site for any business, commercial or public purpose.

You must only use the Site and anything available from the Site for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our group companies and affiliates.

All rights granted to you under these terms of use will end straight away if you are in breach of any of them and you must at, at our option, return or destroy any copies of the materials you have made in breach of these terms.

## 8. Our Content

### *Ownership and Use*

You agree that we are the owner or licensee (meaning someone else owns it but we are using it) of all intellectual property rights in the Site and any content on the Site (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos) (let's call this Our Content).

We need to be careful how Our Content is used. This means that (unless specifically allowed on the Site or in these Terms) you must not:

- copy Our Content without our permission;
- change in any way the paper or digital copies of Our Content which been printed off or downloaded from the Site
- use any illustrations, photographs, video or audio files or any graphics in Our Content separately from any text that goes with it.

If you share, print off, copy or store Our Content you must make sure that any legal notices (like copyright, trade mark or other author or owner "credits") from the original version of Our Content are still included on any material shared, printed out or stored by you.

Nothing in these terms of use gives you any rights in respect of Our Content and you agree that you do not have any ownership rights in the Site or Our Content.

### *Quality*

Whilst we try to make sure that all information contained on the Site is true, you should not rely on such information. You should check with the relevant person giving you the information before acting on any such information.

We do not promise the truth, completeness, correctness, reliability, integrity, quality or originality of any content of the Site or that the Site will do what you want it to and, to the extent we are legally allowed to, we exclude all other terms which are not written down or referred to in these terms of use.

## 9. External links and banners

The Site may, from time to time, include links to third party sites and banner advertising, which may or may not be obvious. We have included links to these sites to provide access to information and services that users may find useful or interesting but we do not accept responsibility for their content nor for their compliance with any laws and regulations. We have no control over the content of these sites or for anything provided by them and do not promise that they will be continuously available.

We accept no responsibility for these sites or any loss or damage that may arise from your use of them. The fact that we include links to such sites does not mean any approval or endorsement of or association with their operators.

## 10. Liability

Nothing in these terms will limit or exclude our liability to you for: 1) death or personal injury caused by our negligence; or 2) if we misrepresent things to you fraudulently and/or 3) for anything else that we have to be liable for under English law.

To the extent legally possible:

- We will not compensate you (nor shall we be responsible to you) for loss of anticipated savings, data, wasted time, losses that are not directly caused by us or for any loss of profit, revenue, contracts, reputation or other similar losses whether directly or indirectly incurred.
- We are not responsible for any dealings you have with third parties that take place using our Site unless specifically agreed elsewhere in our terms.
- We are not liable or responsible for links to other sites and resources which take you out or off the Site.
- We are not responsible for any loss or damage which happens as a result of you or anyone else using the Site or relying on any of the Site.
- We are not responsible for any changes made to the content of the Site by other people we have not asked to change the Site.

We cannot and do not promise that any content of the Site will be free from viruses and/or other code that may have contaminating or destructive elements and

cannot accept any responsibility for the same. It is your responsibility to have the correct security (including anti-virus and other security checks) to satisfy your particular requirements around safety and reliability of content. Any software is downloaded at your own risk.

You agree that we are not responsible for your use of the Site. You are responsible for any losses, costs or expenses that we suffer as a result of you failing to comply with these terms of use.

## **11. General**

If any part or provision of these terms of use is found to be unenforceable or invalid for any reasons, this shall not affect the validity of any other part or provision.

You may not give, allow others to use or otherwise transfer any of your rights under these terms of use. We may give, allow others to use or transfer these terms of use or our rights under them without your consent or telling you.

These terms of use replace any previous versions.

English law is the only law that applies to these terms and you agree that any dispute between us regarding them or the Site will only be dealt with by the English courts. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any court that can hear the dispute.

## **12. Accessibility**

If you require any information to be provided in an alternative format, for accessibility reasons, we will be happy to discuss your requirements and endeavour to provide a suitable alternative.

## **13. Contact us/Complaints**

If you wish to complain or any have questions about anything on the Site please contact us through the Help page on the Site.

Thank you for visiting our Site.

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# TERMS & CONDITIONS FOR SUBSCRIPTIONS

These are the terms and conditions upon which Beano Studios Limited (we) will sell you our subscriptions to books published in the UK. (Subscriptions). Your purchase of any Subscriptions, whether such Subscriptions are bought online via the Site, is subject to these terms and conditions and by placing an order for any Subscription, you agree to be bound by them.

If you do not agree to these terms and conditions, please do not purchase any Subscriptions.

Defined terms used in these terms and conditions have the same meanings as they are given in our [general website](#) terms of use unless expressly defined in these terms.

We may change these terms and conditions from time to time by changing them on the Site. By continuing to purchase Subscriptions you accept these changes and agree to be bound by them. It is your responsibility to check the terms and conditions each time you purchase a Subscription from us.

From time to time we may offer special offers or temporary promotions for our Subscriptions which may either be published on the Site, on other digital platforms or in our publications. These may be subject to additional terms and conditions which we will let you know about in those offers.

The advertisement of Subscriptions on the Site, on other digital platforms and/or in our publications is an invitation to treat only and any order from you constitutes an offer to us to buy such Subscriptions. All orders are subject to acceptance by us. There will be no contract between you and us unless and until we accept your order in accordance with the procedures detailed in these terms and conditions.

These terms prevail to the extent of any conflict or inconsistency with any other terms in respect of the Subscriptions

## 1. Age of consent

Please note that we do not sell Subscriptions to under 16s. All Subscriptions must be purchased by an adult of 16 or over using their own account details.

By submitting an order, you are confirming to us that you are 16 or over.

If we discover or are of the opinion that you are not legally entitled to order a Subscription, we shall be entitled to cancel the order immediately, without notice to you.

## 2. Your personal information

When you purchase a Subscription, whether from the Site, via a digital platform, over the telephone or by post, you will need to provide us with certain personal information to enable us, and our group companies, to process your order.

Our privacy policy sets out how we use any of your personal information you give us.

Any personal information which you provide to us when you register with the Site or purchase a Subscription must be true, accurate, current and complete in all respects. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use when purchasing Subscriptions. You will notify us immediately of any changes to any personal information supplied to us.

To enable subscription payment on our Site and on digital platforms, we may work with reputable third party service providers that collect and store billing and credit card information. This information is used by the third parties to perform billing and for their internal business purposes. Examples of these uses include fulfilling orders and processing card payments. Your personal information which passed through those third parties is governed by their privacy policy which we will make available to you.

## 3. Gifts

Any free gifts offered when you purchase a Subscription are subject to availability. Where we offer you a gift with the purchase of a Subscription, every effort will be made to supply the gift illustrated but we reserve the right to provide an alternative gift if we cannot supply the original for any reason.

Our policy, unless indicated otherwise, is that any free gift will be sent to the recipient of the Subscription. When you place an order for a Subscription, whether from the Site, via a digital platform, over the telephone or by post you will be asked whether you would like a special message to be included in a gift card (if appropriate).

## 4. Price and payment

All prices are inclusive of VAT where applicable at the current rates and delivery charges.

All prices are correct at the time they are given. Prices and delivery charges are liable to change at any time but changes will not affect orders for which you have already paid. If we change the Subscription price (which we may do at any time), this will not affect your current Subscription but the higher price will apply upon its renewal.

The Site contains a large number of Subscriptions and it is always possible that some of the Subscriptions listed may be incorrectly priced. We will verify prices as part of our sale procedures so that the correct price will be stated when you pay for the Subscriptions. We will also confirm the price to you when you submit your order using the telephone. If we discover a manifest error with our prices then we may cancel your order and refund you.

You will have different payment options available to you when purchasing a Subscription and these will be brought to your attention during the ordering process and before the contract between you and us is concluded.

When making a purchase via the Site, you can pay using a credit or debit card through our secure third party payment gateway. All credit/debit card purchases are subject to validation checks (which you consent to) and authorisation by the card issuer. If the issuer of your payment card refuses to or does not for any reason authorise payment to us for a particular purchase, we will not accept your order. Please note that it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

## 5. Term and Number of Books

The number of Books you will receive as part of your Subscription will be the number described to you during the order process. Books selected for the recipient are recently published. As such, it will normally not be possible to swap books selected for the recipient.

## 6. Delivery

Delivery of subscriptions is only available to UK addresses.

Unless we agree otherwise with you, the first delivery of any Subscription may take up to six (6) weeks to be delivered, with the next and subsequent Book being delivered at the normal frequency. Where possible, we will advise you at the time

of purchase of the anticipated date of delivery of the first Book.

We shall use our reasonable endeavours to meet any date agreed for delivery, but we will not be liable for any losses, costs, damages or expenses incurred by you or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

Delivery of the Subscriptions shall be made to the delivery address specified in the activation process and you shall make all arrangements necessary to take delivery of the Subscriptions whenever they are tendered for delivery.

## 7. Gift Vouchers

We may also offer gift vouchers from time to time and if we do, they may only be redeemed in accordance with the terms specified on the voucher so please read these carefully. Please note that Subscriptions purchased using gift vouchers will only be delivered to addresses in the UK.

## 8. E-Coupons

We may also offer you e-coupons from time to time, in which case you will be asked to provide the reference code of your e-coupon. If you are unable to provide us with the reference code or the code you provide to us has already been activated, we are not obliged to accept your coupon. E-coupons are and remain the property of us and are personal to you. They may not be transferred or reproduced or distributed. If we believe you are using an e-coupon unlawfully, we will refuse to honour it and you may be committing an offence. We reserve the right to cancel an e-coupon at any time before it has been used. E-coupons cannot be exchanged for cash, gift vouchers or other items. We may restrict you from using e-coupons on certain products or apply minimum spend restrictions. Where an e-coupon has been used for an order of more than one product, the value of the e-coupon is applied proportionately to the value of the whole order and if a product is returned you will receive the proportionate refund. Additional restrictions may apply – please refer to the terms on the e-coupons.

## 9. Title and risk

The books, and/or any log in details to access Subscriptions, subscribed to you will be at our risk until it comes into your physical possession or the possession of a third party nominated by you to take possession of the relevant material. Ownership of each book or log in will only pass to you upon the later of:

- delivery of the relevant material; and
- receipt by us of full payment of all sums due in respect of the Subscription.

## 10. Cancellations

### Cooling Off Period for Subscriptions

If you change your mind or for any other reason decide you do not want to subscribe to one of our subscriptions ordered from our Site, you may cancel your order at any time from payment and up to

fourteen days after the day of the payment made. You may also receive a refund in respect of the first delivered book of the Subscription where you have received such book before you have exercised your right to cancel in accordance with the fourteen day cooling off period. You will of course also be refunded in respect of any subsequent books of the Subscription already paid for.

You must also return all cancelled Subscription books that you have received to us with the original packaging unopened within fourteen days of cancellation, and at your own cost and risk. If you have received a free gift with this Subscription, this must also be returned unopened along with the book. Returned books must clearly show the order number obtained from us on the package and should be sent to the address noted at the end of these terms and conditions.

You have a legal obligation to take reasonable care of the book while it is in your possession. If you fail to comply with this obligation, we may have a right to deduct the cost of any deterioration from you, up to the price of the Subscription, from the refund to which you are otherwise entitled.

### Cancellation Process

To cancel a Subscription, you must inform us in writing, via the contact us form on the Help page on our Site.

To return the book (if applicable, see above), you should package the parcel securely (making sure you include a note of your name and address (enclosing any returns slip, if we have provided one) inside the parcel) and then return it to us, either by courier or by recorded delivery mail or other form of certified mail to the following address:

Beano Studios  
185 Fleet Street  
EC4A 2HS  
London

We advise that you take out enough postal/carriage insurance to cover the value of the contents. Please save your proof of posting/despatch and tracking

information until your refund has been processed. You will be responsible for the cost and risk of returning the Subscription (and any free gift) (if either are applicable) to us.

Details of the consumer rights described above, and an explanation of how to exercise them, are provided in the order confirmation. Nothing in this section affects your legal rights.

## **11. Refunds**

If you cancel a contract between us for a Subscription within the fourteen-day cooling-off period (see above), we will process any refund due to you as soon as possible and, in any case, within fourteen days after the day you have given notice of your cancellation. We will refund the price of any un-mailed books of the Subscription that you have already paid for in full. Where you cancel a contract within the fourteen day cooling off period and also require a refund of the first book of the Subscription (where this has been received by you before you have exercised your right to cancel) we will refund the cost of that book of the Subscription in full, including the cost of standard delivery. However, we will not refund your cost of returning the book to us.

All other refunds will be made as soon as reasonably practicable. We will refund any money received from you using the same method originally used by you to pay for your purchase unless otherwise agreed.

## **12. Faulty Books**

If any book is damaged or faulty when delivered to you, or has developed a fault, you may have one or more legal remedies available to you, depending on when you make us aware of the problem in accordance with your legal rights. If you believe a book was delivered damaged or faulty or has developed a fault, you

should inform us as soon as possible, preferably in writing, giving us your name, address and order reference. Nothing in this section affects your legal rights.

## **13. Subscriptions information**

It is not possible to describe every detail of the Subscriptions available to purchase on the Site. Each description is therefore abbreviated and to the best of our ability, is correct at the time of its input onto the Site.

## 14. Our rights to withdraw Subscriptions

We reserve the right to withdraw any Subscriptions offered on the Site at any time.

We shall not be liable to anyone for withdrawing any Subscription from the Site or for refusing to accept an order.

Where you have paid us any advance payments and we have withdrawn Subscriptions, we will offer you an alternative Subscription or a full refund for any advance payments relating to unfulfilled Subscriptions.

## 15. Liability

Nothing in these terms and conditions shall limit or exclude our liability to you for death or personal injury caused by our negligence or for fraudulent misrepresentation or any other liability that may not, under English law, be limited or excluded.

Subject to this, in no event shall we be liable to you for any business losses and any liability we do have for losses you suffer arising from any contract shall not exceed the purchase price of the relevant Subscriptions and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

We shall not be obliged to perform our obligations under this agreement to the extent that we are prevented, hindered or delayed by reason of 'Force Majeure' which shall mean any cause or event beyond our reasonable control and including: war, civil war, armed conflict, terrorist attack, riot, civil commotion, malicious damage; compliance with any law or governmental order, strikes, or other industrial disputes, accidents, explosions, breakdowns of plant or machinery, failure of transport links, failure of telecoms links, unavailability of the internet or any utility, fire, flood, storm or adverse weather conditions, epidemic or pandemic, acts of God or failure to perform by our suppliers or sub-contractors.

Our liability to you arising under or in connection with these subscription terms or arising from or in connection with any breach or non-performance of these subscription terms no matter how fundamental (including by reason of our negligence) in contract, tort or otherwise in relation to any book shall be limited to the fees you have paid to us for that book.

## 16. General

If any part of provision of these terms and conditions are found to be unenforceable, this shall not affect the validity of any other part or provision.

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions. We may assign these terms and conditions or any rights hereunder without your consent or notice.

These terms and conditions supersede any previous versions.

These terms and conditions shall be governed by English law, Subject to the next paragraph you agree that any dispute between us regarding them or the Site will only be dealt with by the English courts, provided that, if you are a consumer and not a business user and live in a part of the United Kingdom other than

England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

We are required to inform you that The Retail Ombudsman (see [www.theretailombudsman.org.uk](http://www.theretailombudsman.org.uk) for more information) is an alternative dispute resolution body to whom we are obliged to refer any dispute that cannot be resolved between you and us.

The European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution which may be of interest and we are required to inform you that you may use it if there is a dispute that cannot be resolved between you and us.