

OUR STANDARD TERMS OF BUSINESS – FOR THE SUPPLY OF GOODS AND SERVICES AND DIGITAL CONTENT

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content, to include production, digital marketing, consultancy services and magazines in print and digital content form, t-shirts and stickers.
- 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 provide products 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 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- 1.3.1 you are an individual; and
 - 1.3.2 you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Mission Statement Ltd a company registered in England and Wales. Our company registration number is 12061268 and our registered office is at Flag House 38 Burchell Road, Cossal Walk, London SE15 2ST.
- 2.2 **How to contact us.** You can contact us by telephoning our team at 07715601860 or by writing to us at Flag House 38 Burchell Road, Cossal Walk, London, United Kingdom, SE15 2ST Email: contact@missionstatementmagazine.co.uk
- 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 email you to accept it, at which 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 and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. **OUR PRODUCTS**

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only.
- 4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. **OUR RIGHTS TO MAKE CHANGES**

- 6.1 **Minor changes to the products.** We may change the product:
 - 6.1.1 to reflect changes in relevant laws and regulatory requirements for example to comply with any health and safety laws or legal requirements; and
 - 6.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.
- 6.2 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content will match the description of it that we provided to you before you bought it.

7. **PROVIDING THE PRODUCTS**

- 7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.
- 7.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.
 - 7.2.1 **If the products are goods.** If the products are goods we will contact you with an estimated delivery date.
 - 7.2.2 **If the products are one-off services.** We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.
 - 7.2.3 **If the product is a one-off purchase of digital content for example our digital magazine.** We will make the digital content available for download by you as soon as we accept your order and your payment has been processed.
 - 7.2.4 **If the products are ongoing services or a subscription to receive goods or digital content.** We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the products 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 products you have paid for but not received.
- 7.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.

- 7.5 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
- 7.6 **When you own goods.** You own a product which is goods once we have received payment in full.
- 7.7 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- 7.7.1 deal with technical problems or make minor technical changes;
 - 7.7.2 update the product to reflect changes in relevant laws and regulatory requirements; and
 - 7.7.3 make changes to the product as requested by you or notified by us.
- 7.8 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. . As well as suspending the products we can also charge you interest on your overdue payments.
8. **YOUR RIGHTS TO END THE CONTRACT**
- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
- 8.1.1 **if what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see Clause 11 if you are a consumer and Clause 13 if you are a business;
 - 8.1.2 **if you want to end the contract because of something we have done or have told you we are going to do, see Clause 8.2;**
 - 8.1.3 **if you are a consumer and have just changed your mind about the product,** 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;
 - 8.1.4 **in all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see Clause 8.5.**
- 8.2 **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 Clause 8.2.1 or 8.2.2 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- 8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 6.1);
 - 8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - 8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control; and
 - 8.2.4 you have a legal right to end the contract because of something we have done wrong.
- 8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013.

- 8.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:
- 8.4.1 digital products after you have started to download or stream or use or have had access to on-line these;
 - 8.4.2 services, once these have been completed, even if the cancellation period is still running;
 - 8.4.3 **have you bought services (for example, our production, digital marketing and consultancy services)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind;
 - 8.4.4 **have you bought digital content for download or streaming (for example, our digital magazine or photographs)?** If so, 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; or
 - 8.4.5 have you bought goods (for example, hard copy of our magazine, t-shirts or stickers)? If so you have 14 days after the day you (or someone you nominate) receives the goods, unless:
 - (a) **your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery; or
 - (b) your goods are for regular delivery over a set period (for example via a subscription service our goods, services or digital content). In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.
- 8.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind, you can still end the contract before it is completed, but you may have to pay us compensation for the breach of contract. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed for goods or services where we are not at fault and you are not a consumer, who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for the products, but not refund any fees for our services not provided and the fees for the services will remain due and payable at all times for the length of the agreed contract, but we may deduct from that refund for such products (reasonable compensation for the net costs we will incur as a result of you ending the contract).
9. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**
- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- 9.1.1 **phone or email.** Call us 07715601860 or email us at contact@missionstatementmagazine.co.uk Please provide your name, home address, details of the order and, where available, your phone number and email address;
 - 9.1.2 **online.** Email us via our website; or

- 9.1.3 **by post.** Write to us at Flag House 38 Burchell Road, Cossal Walk, London, United Kingdom, SE15 2ST address, including details of what you bought, when you ordered or received it and your name and address.
- 9.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.3 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:
- 9.3.1 we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;
- 9.3.2 the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option; and
- 9.3.3 where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract and is at our discretion at all times.
- 9.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:
- 9.4.1 if the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us; and
- 9.4.2 in all other cases, your refund will be made within 14 days of your telling us you have changed your mind.
10. **OUR RIGHTS TO END THE CONTRACT**
- 10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
- 10.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products or services or digital content; or
- 10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
11. **IF THERE IS A PROBLEM WITH THE PRODUCT**
- How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone us at 07715601860 or write to us at Flag House 38 Burchell Road, Cossal Walk, London, United Kingdom, SE15 2ST: Email: contact@missionstatementmagazine.co.uk

12. **YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example a hard copy magazine, t-shirt or stickers, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- (a) up to 30 days: if your goods are faulty, then you can get an immediate refund;
- (b) up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases; or
- (c) up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **digital content**, for example a subscription to our digital magazine, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- (a) if your digital content is faulty, you're entitled to a repair or a replacement;
- (b) if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back; or
- (c) if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

If your product is **services**, for example production, digital marketing or consultancy services, the Consumer Rights Act 2015 says:

- (a) you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- (b) if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; or
- (c) if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

12.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back to us or (if they are not suitable for posting) allow us to collect them from you.

13. **YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS**

13.1 If you are a business customer we warrant that on delivery any products which are goods will:

- 13.1.1 conform with their description;
- 13.1.2 be free from material defects in design, material and workmanship; and
- 13.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

13.2 Subject to Clause 13.3, if:

- 13.2.1 you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in Clause 13.1;
 - 13.2.2 we are given a reasonable opportunity of examining such product; and
 - 13.2.3 you return such product to us at our cost,
- we will, at our option, repair or replace the defective product, or refund the price of the defective product in full.
- 13.3 We will not be liable for a product's failure to comply with the warranty in Clause 13.1 if:
- 13.3.1 you make any further use of such product after giving a notice;
 - 13.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
 - 13.3.3 the defect arises as a result of us following any drawing, design or specification or instructions supplied by the customer;
 - 13.3.4 you alter or repair the product without our written consent; or
 - 13.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 13.4 Except as provided in this Clause 13, we will have no liability to you in respect of a product's failure to comply with the warranty set out in Clause 13.1
- 13.5 These terms will apply to any repaired or replacement products supplied by us under Clause 13.1.

14. **PRICE AND PAYMENT**

- 14.1 **Where to find the price for the product.** The price of the product will be the price indicated on the order pages when you placed your order.
- 14.2 **When you must pay and how you must pay.** We accept a range of payment methods via debit or credit cards and bank transfers. When you must pay depends on what product you are buying:
- 14.2.1 for **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you;
 - 14.2.2 for **digital content**, you must pay for the products before you download them; and
 - 14.2.3 for **services**, you must make an advance payment of 25% of the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them You must pay each invoice within 7 calendar days after the date of the invoice.
- 14.3 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England's base rate from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 14.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.

15. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

15.1 **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.

15.2 **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; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, and for defective products under the Consumer Protection Act 1987

15.3 **When we are liable for damage caused by 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.

15.4 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in Clause 16.

16. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

16.1 Nothing in these terms will limit or exclude our liability for:

16.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

16.1.2 fraud or fraudulent misrepresentation;

16.1.3 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; or

16.1.4 defective products under the Consumer Protection Act 1987.

16.2 Except to the extent expressly stated in Clause 16.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.3 Subject to Clause 16.1:

16.3.1 we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

16.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the price of the goods or the price of the services or the price of the digital content paid by you.

17. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

How we will use your personal information. We will only use your personal information as set out in our private policy.

18. **OTHER IMPORTANT TERMS**

18.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

18.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

18.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person will have any rights to enforce any of its terms.

18.4 **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.

18.5 **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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

18.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

18.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction to settle any such dispute or claim.