

TERMS AND CONDITIONS OF SALE FOR CUSTOMERS OF THE BOB BOOKSHOP

These terms and conditions are the terms and conditions upon which Bob Books agrees to provide the Books to the Customer through the BOB Bookshop. If Bob Books accepts the Customer's order, the Customer will be legally bound by these terms and conditions. **PLEASE READ CLAUSE 7 OF THESE TERMS AND CONDITIONS CAREFULLY WHICH LIMITS BOB BOOKS' LIABILITY TO THE CUSTOMER.**

1. Definitions

1.1. The following terms will have the following meaning in these terms and conditions:

"Bob Books"	Bob Books Limited (Company Number: 5691816) of 241A Portobello Road, London, W11 1LT;
"Customer"	the customer purchasing a Book under these terms and conditions;
"Price"	the price for purchasing a Book by the Customer as set out on the Site;
"Book"	a book product sold by Bob Books through the BOB Bookshop area of the Site;
"BOB Bookshop"	the designated part of the Site which provides means for the Customer to purchase books submitted by third party authors, with such purchase being governed by these terms and conditions;
"Site"	the website accessible via www.bobbooks.co.uk < http://www.bobbooks.co.uk > and all sub-domains thereof owned and operated by Bob Books;

1.1. "Parties" shall mean Bob Books and the Author together.

2.2. The headings are for convenience only and do not form part of the contract.

3.3. Where the context so admits or requires, words denoting the singular include the plural and vice versa;

4.4. Where the context so admits or requires, words denoting the masculine shall include the feminine and vice versa;

5.5. References to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time (whether before or after the date of this agreement) and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.

2. Delivery of the Book

2.1. In consideration of payment by the Customer to Bob Books of the Price for each Book plus any cost of postage and packing set out on the Site, Bob Books agrees to produce or arrange for the delivery of a Book to the Customer in accordance with the appropriate delivery means set out on the Site.

2.2. The customer agrees and acknowledges that Bob Books is a mere conduit for the reproduction of the content in the Book and that Bob Books does not exercise any input, selection or alteration of the content of the Book whatsoever. Bob Books may use a contractor to produce the Book and such contractor will not exercise any input, selection or alteration of its content whatsoever nor will Bob Books be liable for the actions or omissions of such contractor.

2.3. The Customer agrees and accepts that Bob Books has no responsibility to review the content of the Book which is provided to Bob Books on the basis that Bob Books will not exercise any control or judgment of the Content or other material contained in the Submission.

3. Price and Payment

3.1. The Price must be pre-paid by the Customer on submitting an order for the Book through the BOB Bookshop. Payment must be made online via the Site by credit or debit card or such other payment methods as noted on the BOB Bookshop part of the Site. No Book will be delivered to the Customer unless and until the Price for that Book has been received in cleared funds by Bob Books.

3.2. The Price is subject to change from time to time by Bob Books and such a change will be notified by amending the Price as set out on the BOB Bookshop area of the Site. Any increase in the Price will only apply to an order placed after the date of the increase, and will not apply retrospectively.

3.3. Payments and transactions are managed for Bob Books Ltd by their designated service provider as notified to the Author through the BOB Bookshop.

4. Cancellation

4.1. Subject to these terms and conditions, the Customer may cancel its order by e-mail quoting the relevant reference number of the Customer's order to the e-mail address designated for cancellations as set out on the Site.

4.2. In the event that the Customer cancels its Submission within 7 days following the date of posting its Submission, provided that Bob Books has not commenced production of the relevant Photo-book, Bob Books will refund the Fee paid for the relevant Submission.

4.3. In the event that the Customer cancels its Submission after production of the relevant Photo-book has commenced, the Fee paid to Bob Books relating to the relevant Submission will be non-refundable.

4.4. Bob Books may cancel the contract if:

4.4.1. it has insufficient stock to deliver the goods ordered by the Customer;

4.4.2. it does not deliver to the Customer's given address for delivery; or

4.4.3. one or more of the goods ordered by the Customer was listed at an incorrect price due to a typographical error or an error in the pricing information received by Bob Books from its suppliers.

4.5. If Bob Books cancels any order it will notify the Customer by e-mail and will re-credit to the Customer's account any sum deducted from the Customer's credit card as soon as possible but in any event within 30 days of the order. Bob Books will not be obliged to offer any additional compensation for disappointment suffered.

5. Returns Policy

5.1. The Customer may return Books which are undamaged, still packaged and fully marketable to Bob Books for any reason within 7 days of delivery for a full refund subject to this clause 5.

5.2. Where the Customer returns any Book in accordance with this clause 5, then the Customer will have no further rights whatsoever in respect of the supply to the Customer of that Book or any failure by Bob Books to supply that Book in accordance with this Agreement.

5.3. Returned Book orders must be returned to Bob Books Ltd, PO Box 4912, Warwick, CV39 9EY

6. Delivery of Book

6.1. Unless otherwise agreed in writing by Bob Books, delivery of the Book pursuant to an order will take place once the Book is despatched by Bob Books via its contractors as the case may be.

6.2. Any dates specified by Bob Books for delivery of the Book are intended to be estimates only and time for delivery will not be of the essence. If no dates are so specified, delivery will be within a reasonable time.

6.3. Any liability of Bob Books for non-delivery of the Book will be limited to replacing the Book within a reasonable time or issuing a credit note for the Price. Bob Books will require reasonable evidence of non-delivery and will not be liable for more than one replacement of an undelivered Book.

7. Limitation of Liability

7.1. The Customer acknowledges that the following provision reflects a fair allocation of risk. These terms and conditions set out Bob Books' entire liability to the Customer and all other liability of Bob Books to the Customer is hereby excluded, subject that nothing will exclude or restrict Bob Books' liability for fraudulent misrepresentation and/or for death or personal injury (including but not limited to sickness and death) to the extent that such injury results from Bob Books' negligence or wilful default, its servants, agents or subcontractors.

7.2. The Customer agrees that Bob Books' total liability under these terms and conditions will not exceed (death or personal injury caused by negligence excepted) the Price paid by the Customer to Bob Books relating to the relevant Submission giving rise to the alleged claim, including where such liability arises out of Bob Books' negligence.

7.3. In no event will Bob Books be liable to the Customer whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the provision of the Book, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information. For the avoidance of doubt, neither the types of loss and/or damage specified above nor any similar types of loss and/or damage will constitute direct loss for the purposes of this agreement.

7.4. The Customer agrees and acknowledges that the Book has been created by a third party author and that Bob Books is not responsible to any extent for the content of the Book. Bob Books will not be liable for any error made by the author or any contributor to the Book without limitation. In the event of an error or omission in the reproduction in the production of the relevant Book as set out in the relevant order which materially detracts from the quality of the Book, Bob Books' liability for any such error or omission made by Bob Books will not exceed the LESSER of the following:

7.4.1. the amount of a full refund of the Price; or

7.4.2. the cost of re-producing the relevant Book in question.

8. Warranties

- 8.1. Bob Books does not give any warranties with regard to the content of the Book and to the maximum extent permitted by law, Bob Books excludes liability for all representations (except those made fraudulently), warranties, conditions and other terms which but for this notice would have effect or be implied.
- 8.2. The Customer agrees and acknowledges that he is responsible for the security and use of any password or login identifier issued to him in connection with the provision of the Services and that he must take all reasonable steps to ensure that such identifiers are kept confidential and secure and that he will not allow any other person without his authority to use his password or identifier.

9. Intellectual Property Rights

- 9.1. All copyright, design rights, database right, patents, personality rights and any rights to inventions, know-how, trade and business names, trade secrets, logos and devices, trade marks (whether registered or unregistered) and any applications therefore ("Intellectual Property Rights") in the design, development, look and feel and concept of the Site are the property of or properly licensed to Bob Books. All such rights of Bob Books are hereby asserted and reserved.
- 9.2. Bob Books, BOB, bobbooks.co.uk and associated logos and brand features are trade names or trade marks of Bob Books, the use of which is expressly forbidden by any other persons without the express permission of Bob Books. Such trade marks, trade names and brand features may be reproduced on the Photo-book by Bob Books.

10. Data Protection

- 10.1. The Customer agrees to the reasonable processing of personal data (as defined in the Data Protection Act 1998) by Bob Books for the purposes of providing the Service to the Customer. In processing personal data, Bob Books will comply with all relevant legislation, including but not limited to the Data Protection Act 1998.
- 10.2. Bob Books will not without your prior authorisation, release your details to any 3rd party.

11. Restrictions of the Internet

- 11.1. The Customer acknowledges and accepts that:
 - 11.1.1. Bob Books has no control over the Internet which is a global decentralised network of computer systems. Access to the Site will not be error free or uninterrupted and may be very variable; and
 - 11.1.2. information, software and other material accessible over the Internet via the Site including the Software may contain viruses, worms, Trojan horses, cancelbots, or other harmful and destructive components. Bob Books will not be liable for any direct, indirect, incidental or other loss or damages which result or may result from the Customer's access to or use of the Internet
- 11.2. The Site is maintained by Bob Books' web hosting service provider. Every effort is made to ensure the continuity of the Site, but some occasional technical downtime beyond Bob Books' control and/or the control of Bob Books' hosting service provider may occur. Such downtime may prevent the Site being available for the duration of the downtime and may result in errors occurring in the posting of orders via the Site. Bob Books will not be liable for such delays or errors resulting from any cause beyond Bob Books' control and/or that of Bob Books' web hosting provider including, for the avoidance of doubt, hosting server downtime.

12. Notices

- 12.1. Any notice required or permitted under these terms and conditions will be in writing (which may be by e-mail) and will be deemed to have been properly given:
 - 12.1.1. 48 hours after being posted by first class mail (by airmail if sent internationally) with postage prepaid to the address set out on the Submission or other address notified for the purpose; or
 - 12.1.2. at close of business on the day of effective transmission if sent by e-mail to an e-mail address notified for that purpose.

13. General

- 13.1. These terms and conditions, together with the current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the Book to the Customer by Bob Books. Nothing said by any sales person on behalf of Bob Books, nor any other purported variation to these terms and condition, should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by Bob Books. Save for fraud or fraudulent misrepresentation, Bob Books shall have no liability for any such representation being untrue or misleading.
- 13.2. No provision of these terms and conditions will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to it.
- 13.3. Bob Books may assign its rights or obligations under these terms and conditions at anytime. The Customer may not assign its rights or obligations under these terms and conditions without Bob Books' prior written consent.
- 13.4. Bob Books will not be liable for failure to meet its obligations under these terms and conditions if Bob Books or its contractors are prevented from or delayed in doing so due to circumstances beyond Bob Books' reasonable control including, without limitation, acts

of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

13.5. Bob Books can be contacted in writing at Bob Books Ltd, 241a Portobello Road, London, W11 1LT or via email askbob@bobbooks.co.uk.

14. Governing Law

14.1. These terms and conditions will be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.