

# **Terms and Conditions governing the Use of, and the Sale of Goods by, the MintFirsts Website.**

Please read these terms and conditions carefully. By using this website, you indicate that you have read, understood and agreed to be bound by these terms and conditions. If you do not accept these terms and conditions, you may not use this website.

## **1. Contract**

All items listed for sale in the website are second hand books or printed matter. The photographs and descriptions in each individual item's entry together represent their true likeness and overall condition. The website contains availability and pricing information for every item on sale, and we do not accept counter offers on terms different than those on the website. By placing an order through the website a contract is concluded between the parties. We will send you electronic notification confirming the receipt of the order and outlining its details. Your order represents an offer to purchase goods using a specific payment method, which is accepted by us upon delivery of the electronic notification. Only then a binding contract is created. For security purposes you are advised to retain the electronic notification as proof of our acceptance of your offer to purchase.

## **2. Payment and Shipping**

Once a contract is created, we will only accept full payment by the method specified. We are not under any obligation to dispatch your order before we can obtain proof of payment, which in the case of cheques shall entail actual encashment. We may cancel your order if we do not have satisfactory guarantee of payment 3 days after sending you the electronic notification in the case of Google Checkout, PayPal and card payments, or after 10 days in any other case. While we endeavour to adhere to our policies regarding delivery, any shipping estimates we offer are in no case binding, nor are we liable for any loss or damage (including actual or consequential and economic loss) due to failure to adhere to those estimates. Our shipping times are therefore not guaranteed and should not be relied upon as such. You should inform us immediately of any changes (if any) to the information that you originally provided when the order was placed. In case that you submit incoherent or missing data we cannot be held responsible for any delays in shipping or loss of the dispatched package.

## **3. Card Payments**

You are responsible for ensuring that your card payment is made in accordance with the law. In no case should you use a card of which you are not an authorised user or you are not the legal owner. As a card holder you bear responsibility in preventing unauthorized access to your card, as we do not accept liability for card fraud unless you have taken every possible step to prevent misuse of your card. You agree to accept responsibility for all activities that occur using your card. Also, you should inform us immediately if you have any reason to believe that your card has been used in an unauthorized manner. All card payments are processed through SecureHosting (securehosting.com), our Payment Service Provider. In case of any complaint regarding the use of your card, you should take it up with them, notifying us as well. We do not store card numbers, cardholder details, or any other related information with our records.

## **4. Customs**

Our website is based in the UK, therefore deliveries outside the European Union may be subject to import duties and taxes depending on each country's customs legislation, which are levied once the package reaches the specified destination. We do not accept responsibility for any duties or other expenses. All expenses for customs clearance must be borne by you. Furthermore, as we have no control over these charges, we cannot estimate what they may be in each individual country. For further information you need to contact your local customs office.

Note also that you must in all cases abide by the customs laws in your country of residence, and we do not accept any responsibility if you fail to do so. We can provide you with any documents necessary for export, but you must contact us beforehand to make special arrangements. The additional cost of these arrangements shall be borne by you. Be also informed that cross border deliveries are subject to inspection by the customs authorities.

## **5. Returns**

We list our specific returns policy which applies to our goods. European Union law provides for a statutory seven business days cooling off period, during which time you may cancel your order or return an item. We extend this provision to 10 business days (starting from the date of receipt of the goods by you), during which time you may return an item. In order for us to accept the return of each item, it should be returned in the same condition originally sent out. For this purpose, we photograph our books just before they are sent to you. When returning goods, it is your responsibility to ensure that they are properly packaged, and that their return method is both quick and reliable. Our extra returns policy does not in any way affect your statutory rights.

## **6. Communications**

All communications between us shall be conducted electronically. We communicate with you by e-mail or by posting notices on the website. We consider that your placing an order through our website is considered for contractual purposes as consenting to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications shall be executed electronically to the satisfaction of any legal requirements that such communications be in writing. This condition does not affect your statutory rights. For the purposes of the agreements made through our website, written communications includes all electronic communications.

## **7. Limitation of Liability**

We shall be liable for any damage you suffer as a result of our breach of contract but only if the losses were reasonably foreseeable to both parties when a contract, as mentioned above, was concluded. We shall not be responsible for any other remote form of damage whether it may be immediate or consequential, i.e. business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect damage that is not reasonably foreseeable to both parties at the time of the completion of the contract. In any event our liability shall be limited to the price of each individual item per individual order as listed in our website.

## **8. Amendments to these Terms and Conditions**

We reserve the right to alter our website, policies, and Terms and Conditions at any time. The conditions applicable to the sale of goods are the ones in force (as published on the website) at the time the contract was created, i.e. when the electronic notification was sent. In case that any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining terms.

## **9. No Waiver**

Any delay on our part in initiating actions for enforcing our rights under this agreement does not under any circumstance mean that we waive our right to do so in the future, or that it should be construed as such.

## **10. Force Majeure**

We shall not be liable for any loss or damage arising from failure to comply with our obligations under these conditions if our failure arises from any cause which is beyond our reasonable control. This clause does not affect your statutory rights.

## **11. Jurisdiction**

The contract shall be governed by and construed in accordance with the laws of England and Wales. By placing an order through our website you bind yourself to submit to the non-exclusive jurisdiction of the English courts.

## **12. Availability**

We shall use our best endeavours to ensure that our website is always up and running but this cannot be guaranteed. Further, access to the website may also be restricted to allow for repairs, maintenance, or the introduction of new facilities or services.

## **13. Use of the Website**

You should not in any case use the website in such a way as to cause the service to be interrupted, damaged or impaired in any way. You are responsible for any communications made through your computer, therefore use of the website should be made for lawful purposes only. In no case should our service be used in connection with a criminal offence or other unlawful activity which includes ordering goods forbidden in certain countries. We do not accept any liability for packages confiscated by the authorities in your country of residence or that of package destination (whichever may apply). We in all cases reserve the right to refuse access to the website, remove or edit content, or refuse an order at our discretion.

## **14. Copyright of Content and Database**

The entire website design and its details are the property of the designer and shall in no case be replicated or reproduced in any form, either in its entirety or partially. The content published on the website including all text, graphics, photographs, logos, button icons, images, audio - video clips, digital downloads, data compilations, trade marks and software, is the property of the designer of the website, and is protected by the UK and international copyright and database right laws. The published compilation of the content on this website is the exclusive property of its designer and is protected by the UK and international copyright and database right laws. Further, it is forbidden to use any data mining, robots, or similar data gathering and extraction tools to extract part of this website, without the designer's written consent.

## **15. Trade Marks**

"MintFirsts" is a registered trademark and should in no case be copied or used in any illegal way. We reserve the right to prosecute any violations of the trademark laws. "MintFirsts" and other marks indicated on our website are trademarks or registered trademarks of our business in the European Union and other jurisdictions. "MintFirsts" graphics, logos, page headers, button icons, scripts and service names are the trademarks or trade dress of the "MintFirsts" website and may not be used in connection with any product or service that is not provided by us or in any manner that is likely to cause confusion among the public.

## **16. Intellectual Property Rights**

The intellectual property rights of the books in our website belong to the authors of the books or their beneficiaries according to the law.

## **17. Copyright Claims**

It is our policy to respect and protect the intellectual property of others. If you believe that there has been a copyright infringement of any kind, please follow our Claims of Copyright Infringement procedure.

## **18. Copyright Infringement Complaint**

In case you wish to file a copyright infringement complaint please complete the following form and return it to us:

## **Complaint**

[please set out your full name] of [please give your postal address], [please state your occupation], say as follows:

- 1) I refer to the "MintFirsts" website ("the website"). I put this complaint forward in giving "MintFirsts" notice that, using the website, it is causing or contributing to an infringement of copyright.
- 2) [please clearly identify and describe the copyright work(s) claimed to be infringed] ("Copyright Work") is protected by copyright laws and the copyright belongs to [state the name and address of the person with the copyright].
- 3) I have full understanding that in case of a false accusation I may be liable to pay damages and also that this complaint of mine may give rise to judicial procedures.

I solemnly declare the facts stated above to be true.

Signed:

Date:

## **19. Defamation**

We do not necessarily accept or uphold the views expressed by the authors of the books sold through our website. The opinions expressed are exclusively their own. We do not believe in preventive censorship nor do we exercise any form of censorship to the content of the books. Further, as all our books are second hand they have already been put to circulation in the past. If you believe that any content of the website contains a defamatory statement, please notify us immediately by completing our defamatory content complaint form.

## **20. Defamatory Content Complaint**

In case you wish to file a defamatory content complaint please complete the following form and return it to us:

## **Complaint**

[please set out your full name] of [please give your postal address], [please state your occupation], say as follows:

- 1) I refer to the "MintFirsts" website ("the website"). I put this complaint forward in giving "MintFirsts" notice that, using the website, it is causing or contributing to defamation.
- 2) [please clearly identify and describe the defamatory work(s) claimed] is defamatory to [state the name and address of the person with the copyright] and in particular [please mention the defamation claimed].
- 3) I have full understanding that in case of a false accusation I may be liable to pay damages and also that this complaint of mine may give rise to judicial procedures.

I solemnly declare the facts stated above to be true.

Signed:

Date: