

# Our Terms And Conditions Of Sale

## 1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply goods to you via our website [www.tellyourway.com](http://www.tellyourway.com).

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 do not agree to these terms, do not order any products from our website.

## 2. Information about us and how to contact us

2.1 **Who we are.** We are EarthMonkey Media Limited (trading as Tell It Your Way) a company registered in England and Wales. Our company registration number is 06183868 and our registered office is at Sovereign House Sterling Drive, Llantrisant, Wales, CF72 8YX. Our registered VAT number is 901272562.

2.2 **How to contact us.** You can contact us by emailing [tellus@tellyourway.com](mailto:tellus@tellyourway.com).

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 or through your Tell It Your Way account.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

## 3. Ordering from Tell It Your Way

3.1 **Placing your order.** An order is placed on our website through following the "checkout" process. By clicking the "checkout" button, you are agreeing to purchase the product you have selected, subject to these terms. As you follow the checkout process, we will take payment for your order through your nominated payment method.

3.2 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it (our order confirmation email), at which point a contract will come into existence between you and us.

3.3 **If we cannot accept your order.** There may be circumstances in which we are unable to accept your order (because of something we discover after we send you an order confirmation email). If this is the case, we will inform you of this via email and will refund you for the product. We may be unable to accept your order because:

- (a) it appears that the order mistakenly duplicates another order;
- (b) the personalised product appears to contravene our Text/Content Rules (clause 4.6);

- (c) there are unexpected limits on our resources which we could not reasonably plan for;
- (d) we have identified an error in the price or description of the product;
- (e) we cannot obtain authorisation for your payment;
- (f) the product is out of stock;
- (g) a promotional offer or discount code has been used outside of a valid promotion period or has expired;
- (h) we are unable to meet a delivery deadline you have specified; or
- (i) your order otherwise breaches any provision contained in these terms.

3.4 **Your order number.** We will assign an order number to your order and tell you what it is in the order confirmation email. It will help us if you can tell us the order number whenever you contact us about your order.

3.5 **Ordering multiple products.** When ordering multiple products as part of the same order, we will inform you, within a reasonable time period, as to whether we will (or can) dispatch on the same day or as part of the same delivery. Please note that we cannot guarantee that multiple products within the same order will be delivered in the same package or at the same time.

#### 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. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

4.3 **Personalised products.** All of our products are personalised. You are responsible for ensuring that the text or content that you have contributed for inclusion in our products (for example spelling and use of case) is correct. Once you have submitted your order, you will not be able to change the text/content. We may, at our discretion, modify text/content or its appearance in order to conform it to the requirements of the product you have ordered (such as selecting a font or text size), however we are under no obligation to identify errors in your order specification.

4.4 **Customer IP:** By including any text/content provided by you (**Customer IP**) in our products, you grant us a non-exclusive, royalty-free, irrevocable licence (including the right to grant sub-licences through multiple tiers) to use, reproduce, adapt, distribute and communicate to the public that text/content solely for the purpose of performing our obligations under these terms and exercising any rights you may grant to us. The rights and ownership to the Customer IP will remain yours, or the person who gave you permission to use the Customer IP.

4.5 **If you use third party copyright in any of our products, it is your responsibility to ensure that you seek permission from the copyright owner.** We will not accept any liability whatsoever if any Customer IP infringes on a third party's copyright. You will be held responsible for any fees and damages we may have to pay to a third party because of such infringement and you will be liable to reimburse us in full.

4.6 **Text/Content rules.** We do not permit our products to include any content or material which:

- (a) infringes the intellectual property rights of any third parties. You must ensure that you either own the intellectual property in the Customer IP that you wish to include in our products or that you have permission from the owner of the intellectual property to include that Customer IP in our products;
- (b) contravenes any applicable law or regulation;
- (c) is inaccurate, misleading, offensive, abusive, threatening or defamatory or that might cause annoyance, inconvenience or distress to any individual;
- (d) may harass, upset, embarrass or alarm any person;
- (e) includes personal data about another person, such as their address, phone number, or email address, except with the written approval of that person;
- (f) is pornographic, obscene, indecent or offensive, has sexual connotations, which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group;
- (g) gives the impression that it originates from or has been approved by us whether by reference to our name or otherwise;
- (h) may violate the integrity and reputation of our name;
- (i) advocates, promotes or assists any unlawful act;
- (j) includes or makes reference to illegal drugs; or
- (k) makes reference to politicians' names and/or political statements.

## 5. Price and payment

5.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages where you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see **Error! Bookmark not defined.**5.3 for what happens if we discover an error in the price of the product you order.

5.2 **Payment.** We accept payment via credit, debit card or any other payment method which we may make available to you at the time of your order.

5.3 **What happens if the price is incorrect.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than

our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

- 5.4 **If you think your order confirmation receipt contains a mistake.** If you think the order confirmation receipt or invoice is incorrect, please email us at [tellus@tellyourway.com](mailto:tellus@tellyourway.com).

## 6. Dispatch, delivery and providing the products

- 6.1 **Dispatch.** The dispatch date is the date that we send the item, not the date it is delivered. During the order process, you will be advised of available dispatch dates. For orders that are accepted, unless we inform you otherwise during the order process, we will dispatch the product you have ordered within 7 days of the order.

- 6.2 **Delivery.** We do not guarantee delivery dates or times. It is your responsibility to ensure that the postal information provided by you during the order process is correct and that orders are placed in good time. Our products are delivered by Royal Mail (or another third party carried from time to time).

- 6.3 **Delivery costs.** We will inform you of the delivery costs during the order process before you place your order.

- 6.4 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control (such as acts of God, natural disasters, epidemics or pandemics, terrorist attacks, war or threat of war, riots, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any laws imposing an export or import restriction, quota or prohibition, or failing to grant necessary licence or consent, collapse of buildings, fire, explosion or accident, industrial action, interruption or failure of utility service) 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 cancel your order and receive a refund for any products you have paid for but not received.

- 6.5 **If the recipient is not at home when the product is delivered.** If no one is available at the address listed in your order to take delivery and the products cannot be posted through the recipient's letterbox, the carrier may leave the product with a neighbour or a nominated safe place or leave a note informing you of how to rearrange delivery or collect the products from a local depot.

- 6.6 **When you become responsible for the goods.** Goods will be your responsibility from the time a carrier delivers or attempts delivery of the product to the address you gave us.

- 6.7 **When you own goods.** You own a product which is goods once we have received payment in full.

6.8 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes; or
- (b) update the product to reflect changes in relevant laws and regulatory requirements.

6.9 **Your rights if we suspend the supply of products.** We will contact you as far in advance as possible to tell you we will be suspending supply of the product. If we have to suspend the product for longer than 48 hours, we may contact you to cancel your order and refund any sums you have paid. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 48 hours and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

6.10 **Delivery outside the UK.** In the event that we accept an order for delivery of a product outside of the United Kingdom, the Isle of Man or the Channel Islands, the recipient will be responsible for all customs formalities, including completion of customs declarations, payment of import taxes levies, duties and satisfying any other regulatory requirements that may be in force in the relevant country of importation. It is your responsibility to ensure that the recipient consents to this.

6.11 **If the products are a subscription to receive goods.** We will inform you of estimated dispatch dates and of how to end the contract during the order process. We will supply the goods or digital content to you as set out in the order process until either the subscription expires (if applicable) or you end the contract in accordance with clause 8 or we end the contract in accordance with clause 10.

## 7. Your legal rights to end the contract

7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether the item is faulty, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product replaced or to get some or all of your money back), see clause 7.5 ; and
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2.
- (c) In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.4.

7.2 **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 (a) to (c) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- (a) 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;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- (c) you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. However, your right to change your mind does not apply in respect of goods which have been made to your specification. All of our products are personalised products and, as such, you do not have a right to change your mind in respect of products bought from us.

7.4 **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 do not have a right to change your mind, you may still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have changed your mind, email us at [tellus@tellyourway.com](mailto:tellus@tellyourway.com). We may decide to end the contract immediately and we may refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

7.5 **Brief Summary of your legal rights.** The Consumer Rights Act 2015 states that 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 6 months: if your goods can not be repaired or replaced, then you are entitled to a full refund in most cases.
- (c) Up to 6 years: if your goods do not last a reasonable length of time, you may be entitled to some money back.

Please also see section 7.3. This clause 7 is subject to exceptions and is subject to change from time to time. For detailed information regarding your legal rights, please visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

## 8. Reporting a problem and how to end the contract with us

8.1 **Reporting a problem.** If you have any queries or you are unhappy with your order, or would like to end the contract, please email us at [tellus@tellyourway.com](mailto:tellus@tellyourway.com)

8.2 **Reporting a problem.** Please let us know if you would like to report a problem by emailing us using the email address you have registered with us at [tellus@tellyourway.com](mailto:tellus@tellyourway.com) quoting your order number with details of the problem with your order. We aim to acknowledge any complaint within 14 days and will do our best to resolve any complaint within 28 days. We may ask you to take a photograph of the product to help us correct any future problems. If a refund

is necessary and appropriate, we will advise you on how to return the product. If you receive a product from us in error, you must inform us as soon as possible. We will then provide you with instructions on how to return or securely destroy the product.

- 8.3 **Your legal obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must return them back to us at Sovereign House Sterling Drive, Llantrisant, Wales, CF72 8YX.
- 8.4 **Procedure for returning products and issuing refunds.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment within 14 days from the day on which we receive the product back from you.
- 8.5 **Returning faulty goods.** Where a product is faulty, please contact us via [tellus@tellyourway.com](mailto:tellus@tellyourway.com). We will ask you to send us a photograph of the item and/or to return the product to us. Your right to return items to us in accordance with these Terms is in addition to any other statutory rights you may have.
- 8.6 **How we will refund you.** If you are eligible for a refund, we will reimburse the price you have paid for the products, by the method you used for payment. Alternatively, we may offer you a reprint of the product (if applicable) and resend the product to you free of charge. Please note that we will not offer both a refund and a resend.
- 8.7 **When a refund will not be made.** Refunds cannot be given if the fault is a result of your own actions such as product misuse or if there are any mistakes in the instructions you have given us in relation to personalised products as set out in clause 4.3.
- 8.8 **Costs of return.** We will pay the costs of return:
- (a) if the products are faulty or misdescribed;
  - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
  - (c) if we, or on behalf of our suppliers, have requested a return of the product due to a product recall.
9. **Our rights to make changes.**
- 9.1 **Minor Changes.** We may have to make minor changes to a product to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements.
- 9.2 **Significant Changes.** There may be circumstances where we have to make significant changes to our products, if we need to make such changes, we will notify you of this. You may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

## 10. Our legal 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 you do not:

- (a) within a reasonable time, allow us or a carrier to deliver the products to you or the recipient or collect them from us/your local depot, for the avoidance of doubt, if we end the Contract in these circumstances you will not be eligible for a reprint or refund; or
- (b) make a payment when it is due (where you have ordered a subscription to receive goods in accordance with clause 6.11).

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 7.4 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you a fee equal to reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the product or be unable to provide the product.** We may write to you to let you know that we are going to stop providing or are unable to provide the product. In either case, we will let you know as soon as possible and will refund any sums you have paid in advance for products which will not be provided.

## 11. Tell It Your Way's intellectual property.

11.1 For the purposes of these Terms, the following words will have the meanings as set out below:

- (a) **IP:** means intellectual property of any nature including but not limited to patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names, trading names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (b) **Content:** all text, publications, illustration, prints, software, applications, graphics, audio, visual or audio-visual material (including but not limited to, music, sound, still visual images, photographs and video), data, database content, page layouts, design and other multi-media content, information and material, including the metadata relating to such content.

11.2 **Our Website.** All Content on and IP in relation to our website is wholly owned by us or our licensors. You may use and access our website to the extent and purpose required for ordering any products and/or services made available by us in accordance with these Terms.



11.3 **Our name.** You agree not to display or use “Tell It Your Way” in any manner without our prior written consent.

11.4 **You agree not to:**

- (a) remove any notices relating to IP in any Content, material and/or products taken from our website or otherwise;
- (b) whether for a commercial purpose or otherwise, copy, distribute, publicly display and/or create any derivative work from any material, Content or IP owned by us without our prior express written permission and licensing by us to do so;
- (c) use Tell It Your Way, including but not limited to, its website, Content, IP, products and/or services for any commercial purpose other than in accordance with these Terms; and
- (d) use any robot, spider, scraper or other automated means to access the website for any purpose without our prior express permission.

11.5 **Our rights.** Any rights not granted in these Terms are reserved for our own benefit.

## 12. **Our Website**

12.1 We will always try to ensure that our website is available 24 hours a day. However, we will not be liable if for any reason the website is unavailable at any time, or for any period.

12.2 Occasionally, we may provide links to other websites or resources for your convenience. We do not endorse the contents of these third party websites and are not responsible for their availability or service. We will not be liable in any way for any loss or damage which you may suffer by using those third party websites. If you decide to access linked third party websites, you do so at your own risk.

## 13. **Customer Reviews**

13.1 **Submitting customer reviews.** By submitting a review on our website, Trust Pilot or any other third party websites you confirm and agree that you are the sole author of the review, your review is accurate and that you are at least 18 years old. For any review that you submit, you grant us a perpetual, irrevocable, royalty-free, transferable right and licence to use, copy, condense, delete in its entirety, adapt, publish, translate and create derivative works from that review in any medium or technology throughout the world.

13.2 **You agree not to submit a review that:**

- (a) you know to be false, inaccurate or misleading.
- (b) breaches any applicable law, or that advocates, promotes or assists any unlawful act;
- (c) infringes anyone’s intellectual property rights;
- (d) is confidential or contains the personal information of a third party;
- (e) is or can be regarded as offensive, abusive, threatening or defamatory;

- (f) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group;
- (g) references any other website or service;
- (h) misrepresents identity or impersonates any person;
- (i) is pornographic, obscene or indecent;
- (j) may harass, upset, embarrass or alarm any person; or
- (k) comments on any other reviewer.

**13.3 Our rights to decline publication of reviews.** We reserve the right to decline publication of reviews or to remove reviews at our discretion. By submitting your email address in connection with your rating and review, you agree that we may use your email address to contact you about your review. We will not pass your details onto any third parties without your consent. We accept no liability for your personal information in relation to reviews you may leave on third party websites.

#### **14. How we may use your personal information**

**How we may use your personal information.** We will only use your personal information as set out in our [privacy policy](#) and our [cookie policy](#).

#### **15. Our responsibility for loss or damage suffered by you**

**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 and for faulty products under the Consumer Protection Act 1987.

**15.3** We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### **16. Other important terms**

**16.1 Your Tell It Your Way Account.** You may be asked to set up an account with Tell It Your Way before purchasing any of our products. Please note that we do not perform verification checks

when you set up an account with us, and it is therefore important that you provide your real name and a valid email address when signing up. This is to ensure compliance with these Terms and so that we can perform identify verification if you ever contact us about your order. A valid email address is also required to receive any other communications mentioned in these Terms. We will not be responsible for being unable to verify your identity or not being able to assist with your queries if you have used a false name or invalid/false email address.

- 16.2 **Suspension of your Tell It Your Way Account.** If you are found to be in breach of these Terms, we reserve the right to suspend your account with us (if you have one), your order and all access to our website. In addition, we are entitled to suspend provision of all or part of our services at any time if we are obliged or advised to comply with an order, instruction or request of any limb of government, or any regulator, court order or other competent authority.
- 16.3 **We may make changes to these Terms.** We may make changes to these Terms from time to time and when they do, we will post the new version of the Terms on the website.
- 16.4 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 16.5 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.6 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.7 **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.
- 16.8 **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, your original obligations will stand and may lead to our taking steps against you at a later date.
- 16.9 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the laws of England and Wales and you can bring legal proceedings in respect of the products in the courts of England and Wales.