



## **SUBSCRIPTION TERMS AND CONDITIONS**

If you do not agree with any part of these terms and conditions do not place an order. If you have any questions please contact: 01462 678205 or e-mail: [autoitalia@gingerbeerpromotions.com](mailto:autoitalia@gingerbeerpromotions.com)

### **1 Contracting Party**

Your subscription contract will be fulfilled by Ginger Beer Promotions Limited, a company registered in England and Wales under registered number 7673644 whose registered office is: Ginger Beer Promotions Ltd, Morningside House, 1 High Avenue, Letchworth Garden City, Herts SG6 3RL

### **2 When the subscription contract is formed**

When you click "Submit Order" to submit your order on-line, or you fax, post or telephone us with details of your order, you are making an offer to take out a subscription which if accepted by us, will result in a binding contract.

If placing your order on-line your credit/debit card will be debited when you click "Submit Order". Although you will either see a page or receive an email if you have supplied your email address acknowledging that your order has been received successfully and is being processed, the contract between us is not formed at this point. A legally binding contract is formed on the date we send you written confirmation of your order.

You will receive this written confirmation within 14 days of submitting your order. We will not be responsible if you fail to receive the written confirmation because you have supplied us with an incorrect postal address.

We reserve the right not to accept or process your order for any reason. All orders are subject to validation checks and authorisation by your payment card issuer. If we do not accept your order and your credit/debit card has already been debited, we will notify you and refund your card in full immediately.

### **3 Right to refuse orders**

We reserve the right not to fulfil and to cancel orders:

3.1 in the event of obvious inaccuracies in prices, except that we may fulfil your order at the correct price;

3.2 if we are unable to obtain payment authorisation from the issuer of your payment card.

### **4 Delivery**

We will deliver the magazines to the address you notify to us when you place your order. Orders purchased for yourself will start with the next available issue unless specified by yourself. You agree that we will not be responsible for failure to deliver the magazines if you have supplied us with an incorrect

address. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund you or any other person if they are returned to us and despite efforts to contact you we do not receive correct address details.

## **5 Delay in delivery and non-delivery**

We will not be liable to you for any delay in delivery or non-delivery of magazines in the following circumstances:

5.1 where the issuer of your payment card refuses to authorise payment to us;

5.2 where such delay or failure is due to circumstances beyond our control or the control of our sub-contractors and agents, including but not restricted to war, electricity power failure, utilities failure, failure of telecommunications links, failure of transport infrastructure, fire, flood, government act, act of God, legislative constraints, strikes, labour disputes or malicious damage involving employees.

## **6 Cancellations and Refunds**

6.1 Where a minimum term of 12 months is advertised cancellations are not permitted until the end of this initial period and we will not issue you a refund. Should you wish to cancel after the minimum term, please contact our customer care team in writing (see contact details below).

6.2 For all other subscriptions or after the minimum term of your subscription, you may cancel your subscription contract at any time by notifying our customer services team in writing. See contact details below. We will refund you the cost of the issues not yet issued to you at the time you notify us of your wish to cancel.

6.3 Credit Card Refunds: please note that all credit card refunds will be issued in sterling. Your Credit Card company will convert the sterling amount into your local currency and may charge an additional fee for completing the transaction. If you have any queries about credit card refunds kindly contact [gbpltd@virginmedia.com](mailto:gbpltd@virginmedia.com)

## **7 Price Information**

Prices displayed on the subscriptions section of the website will prevail at all times in relation to orders placed on-line. Prices quoted on screen include delivery charges and taxes (where applicable).

You either make a one-off payment for a one or two year subscription or make ongoing direct debit payments for any other subscription term. If you make ongoing direct debit payments we reserve the right to increase our prices at any time after the first year of your subscription has elapsed and will notify you in writing with 10 days notice of any such price increase.

Although we try to ensure that all prices are accurate, errors may occur. If we discover an error in the price of your order, we will inform you as soon as possible. You will have the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. We will refund you in full if you cancel the order and have already paid.

## **8 Credit Card Payment**

If you are under 18 or are not using your own credit/debit card to pay for the subscription, you must ask the permission of the credit/debit card holder before entering the payment details. By clicking "Submit" you are confirming that you have obtained the express prior permission of the credit/debit card holder.

## 9 Liability

Our liability to you in the event of magazines being lost in despatch shall at our discretion, be limited either to replacement of the missing issues or refund of the cost of the missing issues.

To the extent permitted by law we exclude all other liability to you. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees or agents.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

## 10 Third Party Rights

A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

## 11 Use of Personal Information

We use the personal and transactional information (e.g. name, address, e-mail address, credit card details) ("Personal Information") you supply to us in order to fulfil your subscription order.

On the online order form we will ask you about receiving details of our products and services and/or those of third parties which may be of interest to you. You should tick the relevant boxes to indicate whether or not you wish to receive such information.

## 12 Unauthorised access to personal information

Unless a member of our staff has been fraudulent or negligent, we will not be liable to you for any losses you may suffer as a result of unauthorised access by a third party to the information (including in particular credit/debit card details) you transmit when you place an order. It is your responsibility to ensure the security of your own credit/debit card details to avoid unauthorised use

## 13 Covermounts

If any of our magazines are put on sale in the UK containing a covermount gift or a supplement, you are not guaranteed to receive these covermounts or supplements. Magazines delivered to overseas addresses may not contain covermount gifts or supplements.

## 14 Variation

These terms and conditions are subject to change.

## 15 Prize Draw and Competition Rules

All prize draws and competitions which are associated with our magazine subscription offers are subject to separate terms and conditions. For the avoidance of doubt, such prize draws and competitions are only open to you if you are able to supply us with a billing address in the UK.

## 16 Gift Subscriptions

A gift card will be sent to you to pass on to the gift recipient. Once you've placed your gift order, you'll receive a postal acknowledgement within 14 days plus an email acknowledgement within 24 hours (if you gave us your email address). Please allow up to eight weeks for delivery of the first subscription issue for both UK and Overseas orders

#### 17 Subscription rates in \$ and €

The prices quoted in \$ or € are an approximate figure. All credit cards will be debited in Pounds Sterling by your bank or building society on behalf of Ginger Beer Promotions Ltd. US Dollar prices shall be converted by Ginger Beer Promotions Ltd at the rate of exchange published by The Financial Times on the first working day of each month during the period of this subscription promotion. Euro prices shall be converted by Ginger Beer Promotions Ltd at the rate of exchange published by The Financial Times on the first day of this subscription promotion. Your bank or building society may apply a different exchange rate to that applied by Ginger Beer Promotions Ltd to convert the Pounds Sterling amount to your local currency and/or charge an additional fee for the transaction. If you have any queries about the prices charged by Ginger Beer Promotions Ltd in connection with this subscription promotion, kindly contact [enquiries@gingerbeerpromotions.com](mailto:enquiries@gingerbeerpromotions.com)

#### 18 Subscription gifts.

(1) From time to time Ginger Beer Promotions Ltd will run subscription offers on its titles for new subscribers which may include incentive gifts. These gifts will not be available for magazines delivered to overseas addresses.

(2) Gifts are subject to availability and strictly limited on a first come first serve basis

#### 19 Subscription Term

If the magazine ordered changes frequency per annum, we will honour the number of issues paid for, not the term of the subscription.

#### 20 Governing Law and Jurisdiction

These Terms and Conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

#### 21 Entire Agreement

These Terms and Conditions override any contrary terms or conditions published by us in relation to any order placed by you with us.

#### 22 Queries

If you have any queries or comments about your subscription please contact:

Telephone: + 44(0) 1462 678205 - lines are open Monday to Friday from 10.00am to 16.00pm (GMT)

Email: [enquiries@gingerbeerpromotions.com](mailto:enquiries@gingerbeerpromotions.com)

Post: Ginger Beer Promotions Ltd, Morningside House, 1 High Avenue, Letchworth Garden City, Herts SG6 3RL, UK