

TERMS AND CONDITIONS

Please read the following carefully to understand how we will deal with your order.

1. THESE TERMS

These are the terms and conditions on which we supply products to you. 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.

2. INFORMATION ABOUT US AND CONTACT INFORMATION

2.1 **Who we are.** “Law Answered” and “Answered Publishing” are trading styles of Answered Limited, a company registered in England under company number 09391299 whose registered office is at 23 Skyline Village Limeharbour, London, E14 9TS. Our VAT number is 204 2634 48.

2.2 **How to contact us.** You can contact us by emailing help@lawanswered.com.

2.3 **How we may contact you.** If we have to contact you we will do so by the email address you provided to us in your order. 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 (which will include order confirmation emails from our digital software provider, if relevant), 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 in writing 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, 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 and fulfil your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **Airmail, couriers, and overseas orders.** We accept orders to addresses globally. At the time of writing, we are able to offer Royal Mail standard mail or airmail (both unsigned, typically 2nd class depending on weight) or DHL courier (signed-for) to the UK, EU, USA, Canada, Japan, Hong Kong, Singapore, Australia and New Zealand. However, for countries other than these we are only able to offer DHL courier (signed-for). The delivery option(s) available, with an estimated delivery time, will be shown during the checkout process.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures and samples.** The images of the products on our website are for illustrative purposes only. In particular, cover designs may vary as new editions are released. 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. Product content may also vary slightly from the images or samples provided on our website. Please also note that products may change over time as content is updated, corrected, added and/or removed as we see fit.
- 4.2 **Products are not intended for particular law schools and may contain discrepancies.** We have sought to write notes that are applicable to a range of law schools. We have not deliberately tailored our notes to any particular law school (though this may inadvertently be the case) and make no representation or warranty that our notes are suitable for any particular law school. It is your responsibility to study the course at your law school and to determine, based on the lists of topics for each guide presented on the relevant page(s) of our website whether a set of our notes may be appropriate to be used as a study aid in your studies of your course. Please note that, while every effort has been made to ensure that our notes are relevant, up-to-date (as at the date stated on the relevant page of our website) and accurate, we cannot guarantee that our notes are perfectly free from discrepancies, oddities or errors.
- 4.3 **Digital access to our products.** Where we are offering digital access to our products through the MyLiveBook software platform, this is a lease of the digital product for 12 calendar months from the date of purchase. We may agree to allow you access for a longer period in our sole discretion, and may charge you an additional sum for any extended access period. You are not entitled to retain digital access after the expiry of this 12 month period. You must activate your code within 3 months of the date of purchase by using the code on the MyLiveBook platform. If you do not activate your code within this 3 month period, you will not be able to access your product and you are not entitled to a replacement code or refund. You are not entitled to download, save, print, copy, transfer or otherwise access our products in any digital form at any time, other than via the MyLiveBook software platform. We will give you access to our digital content through MyLiveBook at a particular point in time and are under no obligation to update, correct or renew any of the content you access through MyLiveBook. By ordering and paying for digital access through MyLiveBook, you are accepting and acknowledging that you are only entitled to a 12 month lease of our digital content, that you must use your access code within 3 months of its generation, that we are not obliged to keep the digital content updated, and that you do not have the right change your mind and receive a refund, unless the digital goods are faulty (see Clause 11.3).

5. YOUR RIGHTS TO MAKE CHANGES

- 5.1 **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. A change may not be possible if we have already begun work on the printing, fulfilment or postage of your order. 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 8 below).
- 5.2 **Changes are not possible to digital orders.** Where you have ordered and paid for digital access to

our products via the MyLiveBook software platform, a unique access code will be automatically generated by our third-party software provider. It is not possible to refund or revoke this bespoke access code. You must also activate your access by using your unique code on the MyLiveBook platform within 3 months of the date of purchase. If you do not use your code within this 3 month period, you will not receive digital access and have no entitlement to access, a placement code or a refund. You will not be able to make changes to your order, to cancel or to substitute digital content or access digital at a later date after the expiry of the relevant 12 or 3 month period.

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws, regulatory requirements and law school syllabi;
- (b) for necessary updates, fixes and technical points (in the case of the MyLiveBook software platform and content accessed through it); and
- (c) to implement minor technical adjustments and improvements, for example to our print process. These changes will not affect your use of the product nor the content of our guides.

6.2 **More significant changes to the products and these terms.** If we make more fundamental changes to the product or these terms, you may then contact us to end the contract and receive a refund for any products paid for but not received.

7. PROVIDING THE PRODUCTS

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website, or as may separately be agreed over email.

7.2 **When we will provide the products.** If you are based in the UK, we will attempt delivery of the products to you as soon as reasonably possible in accordance with the timeframe shown for the particular shipping option selected by you at our checkout. The shipping method will also be in your order confirmation email. If you are based in the UK, we will attempt delivery as soon as possible and in any event within 10 business days after the day on which we accept your order. We may require additional business days around the Christmas and New Year periods and other public holidays. If you are based outside the UK, we will attempt delivery within 30 business days if you have opted for airmail, or in such reasonable timeframe as may be agreed with you over email if you have opted for a courier. If you have ordered a digital copy, you will be provided with an access code for the third party MyLiveBook software over email within one hour (during regular office hours on weekdays). You must activate your access by using your unique code on the MyLiveBook software platform within 3 months of the date of purchase order.

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 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, the delivery service (Royal Mail or a courier) should leave a note. If, after a failed delivery to you, you do not re-arrange delivery, we may contact you for further instructions and may charge you for any further delivery costs. If you do not contact us to re-arrange delivery we may end the contract and Clause 10 will apply.
- 7.5 **We will refund you if it is our fault that delivery of physical books does not take place or is very late, and you will return any goods received.** Subject to the rest of this clause 7, you can cancel your order for goods that have not been delivered. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must post them back if requested (to us to the address that we will inform you of over email). We will reimburse you for the reasonable costs of postage, provided that you provide a receipt. Unless we agree otherwise over email, you will use a Royal Mail unsigned service that costs less than £7. You are responsible for packaging and ensuring that the books reach us in good, re-saleable condition.
- 7.6 **When you own goods and/or are responsible for them.** You own a product which is goods once we have received payment in full. The product will be your responsibility from the time we deliver the product to the address you gave us, regardless of whether delivery is late. Please note that you will not own any of our digital content. Digital content (including access to our products through MyLiveBook) is accessed as a lease of our content which is valid for 12 calendar months from the date of purchase.
- 7.7 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, a full postal address. If you give us incomplete or incorrect information, we may contact you to ask for information, and/or either end the contract (and Clause 10 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. This includes a failure by you to activate your unique digital access code on the MyLiveBook software platform within 3 months of the date of purchase.
- 7.8 **Suspending an order.** We may have to suspend the supply of a product to you beyond the delivery times set out above to deal with technical problems or make minor technical changes or update the product to reflect corrections or changes in relevant laws and regulatory requirements. Further, delivery dates stated for pre-orders or advance orders of upcoming products may also change for any reason and be suspended to such reasonable later date as we can reasonably offer. If we suspend the supply of your product, we will contact you to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. 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 10 business days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.9 **We may also suspend supply of the products if you do not pay in full (including for any additional courier costs).** If you do not pay us for the products and delivery when you are supposed to, we may suspend supply of the products until you have paid us the outstanding amounts.

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 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). See Clause 11.
- (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 8.2.
- (c) If you have just changed your mind about the product, see Clause 8.3.

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 (a) to (e) 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:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 6.2);
- (b) 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;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 10 business days; or
- (e) 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.** You have the right to change your mind within 14 days after the day you (or someone you nominate) receives the goods and receive a refund, provided that you pay the costs of return. If your goods are split into several deliveries over different days, this means 14 days after receipt of the last item. This does not affect your legal rights in relation to faulty or misdescribed products (see Clause 11.2).

8.4 **No right to cancel for digital content.** Your right to change your mind only applies in respect of our physical books. It does not apply to digital goods, such as e-books, downloads, PDFs or access to the MyLiveBook software platform, for example. You do not have any right to receive a refund where you have not activated or used your unique access code. By ordering and paying for digital goods, you are accepting and acknowledging that you do not have the right change your mind and receive a refund, unless the digital goods are faulty (see Clause 11.3).

9. HOW TO END THE CONTRACT WITH US

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by emailing

us at help@lawanswered.com. Please provide your name, home address and details of the order (including order number).

9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us at the address we will inform you of over email. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 **Who pays the costs of return:**

(a) **We will pay the costs of return if the products are faulty**, or 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.

(b) **In all other circumstances (including where you are exercising your right to change your mind within 14 days) you must pay the costs of return.**

(c) **How we will refund you.** 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 if you are exercising your right to change your mind within 14 days. If so, you will not be refunded for the costs of delivery to you, nor for the costs of return delivery to us, which are your responsibility, and 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 we consider would not make them re-saleable (this would include damaging or bending covers, spines or tabs, for example).

9.4 **When your refund will be made.** We will make any refunds due to you as soon as reasonably possible. If you are exercising your right to change your mind then your refund will be made within 10 business days from the day on which we receive the product in a re-saleable condition back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

9.5 **Partial refunds for blended products.** If you purchase both a physical book and a digital version of that book together (known as a “blended” product), in accordance with the rest of these terms you have a right to change your mind and cancel in respect of the physical book, but not in respect of the digital version (unless it is faulty). Once we have received the physical copy in satisfactory condition, we will issue a partial refund which represents the standalone purchase price of the physical book alone. We will not issue a refund for the digital version part of the blended product (regardless of whether or not you have activated or used your unique access code). We will be entitled in our absolute discretion to retain the difference between the purchase price of the blended product and the standalone purchase price of the physical book alone. Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as “statutory rights”). You may also have other rights in law.

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: (a) you do not make any payment to us when it is due (including additional

courier payments) and you still do not make payment within 5 business days of us reminding you that payment is due; (b) you do not, within 5 business days of us asking for it, provide us with information that is necessary for us to provide the products, for example, address details; or (c) you do not, within a reasonable time, allow us to deliver the products to you.

- 10.2 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. If so, we will refund any sums you have paid in advance for products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us by emailing us at help@lawanswered.com.

- 11.2 **Your obligation to return physical products if you reject them.** If you wish to exercise your legal rights to reject products you must post them back to us (to the address we will inform you of over email). We will pay the costs of postage where we deliver a faulty product (subject to the rest of this contract).

- 11.3 **Faulty digital products.** If your digital content is faulty, you're entitled to a repair or a replacement. 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. 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. "Fault" in this context refers to the digital content being corrupted, missing substantive parts (that are included in the physical version of the same) or otherwise being similarly faulty. It does not refer to the substantive content of the underlying guides and notes to which digital access is granted. Please contact us using the details referred to at Clause 11.1 if you want us to repair or replace the digital content, if you want a price reduction and to retain the faulty digital content or if you want to reject the faulty digital content and get a refund. To avoid faults in the digital content happening, you must install any fixes, updates and new versions as soon as reasonably possible and use only the recommended third party software (such as MyLiveBook) in accordance with the guidance and terms and conditions published by the third party provider of that software. For technical support with MyLiveBook, which may solve any apparent faults, please contact the third party technical support team through MyLiveBook's chat and support functions.

12. PRICE AND PAYMENT

- 12.1 **The price of the product will be the price indicated on the order pages when you placed your order.** You must pay for products at the time of placing your order.

- 12.2 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. 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. If we accept and process your order where a pricing error is obvious and unmistakable to us and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 **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, 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 agreed it with us during the sales process. This is subject to the rest of these terms. In particular, we are not responsible for any student relying on our notes making omissions or mistakes in, or failing to pass or to achieve a higher grade in, any assessment; nor are we responsible for any loss caused by any person relying on our notes in lieu of legal advice or independent verification of factual statements.
- 13.2 **We only provide study aids for students to use alongside their own studies, learning and revision.** Our products are only intended to be used by students to assist them in their own studies of the law, much as a student might write their own notes to consolidate their learning. Our products should not be used as a replacement or alternative to students' own work, nor should students rely on the approach and learning methodologies or style adopted in our notes. Students should continue to attend lectures and seminars and review written materials (such as journals, cases and text books) that they would otherwise review, and should not rely on our products. We do not accept any liability where students do not make every effort in their own studies nor where students are taught the law by a third party by way of a different approach, style or level of detail to that contained in our notes.
- 13.3 **We do not warrant the accuracy of our notes.** We have made best efforts to write, review and edit the contents of our notes. However, we do not represent or warrant that our notes are factually and legally accurate. It is always possible that mistakes, ambiguities and errors are contained in our notes. Our notes are also only up to date as at the date cited on our website and on the title verso (front) page of each set of notes. Bear in mind that the law changes regularly and sometimes subtly. Customers should use caution when reading our notes. Rather than relying on the accuracy of our notes, customers should use our notes as a study aid alongside their own learning and independently verify the accuracy of statements contained in our notes. We do not accept any liability for errors of fact or law contained in our notes.
- 13.4 **We are not a legal updating or Q&A service, and only issue updates and corrections as we see fit.** We reserve the right to issue corrections and updates to our guides (and over email to particular existing customers) as we see fit, in our sole discretion. Nothing we do or may do creates any obligation on us to provide customers with corrections or updates to guides which they have previously purchased, nor to respond to comments and queries about particular topics or alleged mistakes. We do not undertake to respond substantively (or at all) to customer queries or requests for updates concerning the substantive or topical content of our guides. Further, we may not be able to issue updated digital editions or access codes to updated editions on MyLiveBook in future to customers who have already purchase a digital edition.
- 13.5 **We are not tutors nor a law school.** Our products are limited to a set of notes which are intended to be used as set out above. We do not undertake any further obligation to any person to provide further notes, corrections, updates or supplementary information. Nor do we undertake any obligation to explain or elaborate on the content of our notes, nor to in any way tutor or teach the content of our notes.

- 13.6 **We do not provide advice.** Our products are strictly notes intended for students of the law. None of our notes, nor any communication from us, provides (nor should be read as providing) any legal advice, counsel or information. No person is entitled to rely on any product, service, goods or communication from us as, or in the context of, legal advice. No reference to any part of our notes having been written, reviewed or edited by qualified lawyers implies the giving or receiving of any advice.
- 13.7 **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.
- 13.8 **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 of satisfactory printing quality or fit for any particular purpose made known to and agreed by us); and for defective products under consumer protection law.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information confidentially and respectfully, as set out in our Data and Privacy Policy, which is available in the checkout page on our website and via lawanswered.com/terms-and-conditions.

15. OTHER IMPORTANT TERMS

- 15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2 **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.
- 15.3 **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.
- 15.4 **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.
- 15.5 **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.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.