



# terms & conditions

## 1. Definitions:

'Supplier' Fiona Copland trading as **insightbypost**

'Client' The person, firm, corporation or public authority purchasing goods or services from **insightbypost**.

'Conditions' The Terms & Conditions herein relating to the supply of goods and services. Any Conditions in a Client Order which may conflict with the Conditions herein or in anyway negate or qualify these Conditions shall be excluded.

'Supply' The goods or services the subject of a Contract of Sale to which these Terms & Conditions apply.

'Order' The order placed by the Client for the supply of goods, or the provision of services, or a combination of both.

'Price' The amount quoted on the Suppliers Confirmation of Order Form.

'Web site' insightbypost.com, fionacopland.co.uk

**By using the Suppliers website you agree to be bound by the Terms and Conditions of Use, and by other Terms & Conditions which relate to a particular subject matter.**

**Such terms together with these Terms and Conditions will apply.**

**2. Security:** The Supplier does not store any credit card details or other sensitive information at the website. All transactions are processed by Protix, who use bank-approved software and the highest level of encryption to ensure that your credit card details are kept secure at all times. The Protix certificate may be viewed by clicking on the padlock at the bottom of the payment pages.

**3. Specifications:** The Client shall provide the details necessary to process an Order for goods or services, unless otherwise agreed, and confirmed in writing by the Supplier.

## 4. Copyright:

- a. All rights, including copyright in material and database rights in databases are the copyrighted works of the Supplier.
- b. All drawings, copy, notes, tables, artwork, specifications, publications and recordings by the Supplier are owned or controlled for copyright purposes by the Supplier.
- c. Clients may only view and print hard copies of the web site for their own personal use.
- d. Reproduction in whole or in part, or the use of any concept, in whole or in part, is forbidden.
- e. Clients may not print, copy, reproduce, download, republish, broadcast, transmit, display, modify or re-use the Supplier's materials for any other purpose, including in particular any purpose which publicly re-uses or re-sells the materials.
- f. Use in whole or in part for the manufacture of similar goods or services for the Client, or other parties, is forbidden.

## 5. Trade Marks

- a. **insightbypost** and the **insightbypost logo**, **i-NOTE** and the straplines: **the ultimate self-help companion by Fiona Copland**, and **the ultimate self-development companion by Fiona Copland** are Registered Trade Marks of Fiona Copland.
- b. Any other product and organisation names mentioned may be the Trade Mark or Registered Trade Mark of their respective owners.
- c. Any goodwill in Trade Marks featured in this website and or the Supply belongs to the Supplier or the relevant owner of the Trade Mark.
- d. Nothing should be taken as conferring by implication, estoppel or otherwise any licence or right to use any Trade Mark without the prior written approval of the Supplier or the owner of the relevant Trade Mark.

## 6. Pricing:

- a. The Supplier reserves the right to amend prices.
- b. All orders are to be pre-paid in GBP Sterling.
- c. Unless stated otherwise all Prices are net.
- d. Unless stated otherwise delivery is included in the Supplier's quoted price.
- e. Unless stated otherwise VAT is excluded. When due VAT shall be included at the rate in force on that date.

## 7. Payment:

- a. Supply is subject to receipt of payment in advance.
- b. Time of payment shall be the essence of the Contract.
- c. In the case of any dispute regarding any Supply, each case must be considered in isolation and no set-off is permitted unless specifically agreed in detail, in writing by the Supplier.





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**8. Export:** The Client shall be responsible for complying with any Legislation or Regulations governing the importation of the Supply into the delivery address and for the paying of any duties thereon.

**9. Shipment:** Shipment of Supply is subject to confirmation of receipt of payment in full by the Supplier's Bank.

**10. Delivery:**

- a. Allow up to 28 days for overseas delivery.
- b. The Supplier's responsibility ceases upon 'despatching' the Supply. The delivery risk shall pass to the Client immediately upon despatch.
- c. Dates and/or times for deliveries of Supply specified are estimates. The Supplier will not be liable for any consequential losses, direct or indirect arising from delays in delivery.
- d. In the event of the Client being unable to receive the Supply, the Supplier will claim from the Client any carrier or handling charges that occur, or other losses or costs incurred.
- e. No claims for damages or deficiencies will be considered unless the carrier's rules are complied with and the Delivery Note is marked "Damaged" or "Deficient", and the Supplier receives written notification within 3 days of the delivery date.

**11. Additional charges:** Any 'additional' Bank Charges, in whatever form and for whatever service connected with the sale of the Supply, must be paid by the Client.

**12. Cancellation:** Should the Client cancel the Order, the Supplier reserves the right to charge all costs incurred to date, and additionally to charge for any consequential loss incurred by the Supplier as a result of cancellation of the Order.

**13. Liability:**

- a. The Supplier does not accept responsibility for any consequential liability whosoever or whatsoever arising from the Order, nor for delay caused by circumstances beyond her control.
- b. Under no circumstances will the Supplier's liability for any loss or damage however caused, which may arise directly or indirectly from the Order, exceed the amount charged for the Supply provided.

**14. Exclusions:**

- a. Unless the Supplier has expressly guaranteed in writing the suitability of the Supply for a particular purpose, no warranty, or condition shall be implied in Law that the Supply is suitable for any particular purpose, whether such purpose has been made known to the Supplier or not.
- b. To the extent permitted by applicable Laws, no liability is accepted for any direct, indirect or consequential loss or damage however, resulting from information and materials supplied.
- c. It is the Client's responsibility to ensure that any receipt of Supply complies with current Law or statutory consents, and any other statutory regulations.
- d. The Supplier does not accept responsibility for statutory compliance unless specifically stated in quotation for the Supply.
- e. The content, names, text, images and downloads included on the Supplier's web site are provided 'AS IS'. Whilst reasonable care has been taken in the preparation of the Suppliers web site to ensure that information contained on it is accurate, no warranty or representation of satisfactory quality or fitness for a particular purpose, non-infringement of title, whether express or implied, is given. Nor, is any warranty or representation given that the information, materials and software downloaded from the Suppliers website are free from errors, viruses, defects or inaccuracy.

**15. Other sites:**

- a. Web users link to any linked web site at their own risk.
- b. The Suppliers web site contains links to other web sites, which are not covered by the Supplier's [Privacy Statement](#).
- b. Links contained in the Supplier's web site may lead to web sites that are not under the Suppliers control. The Supplier is not responsible for, and accepts no liability in respect of, the content of any linked site or any link contained in a linked site.
- c. Web users shall not be entitled (nor shall they assist others) to set up links from their own web sites to the suppliers web site (whether by hypertext linking, deep-linking, framing, tagging or otherwise) without the prior written consent of the Supplier, consent may be withheld.

**16. Force Majeure:** The Supplier shall not be liable for any breach of contract for late or non delivery of any Supply arising from: Act of God, Force Majeure, Riots, Civil Disputes, Military or Usurped Power, Government Order Direction or Legislation, Fire, Labour Disturbances, Adverse Weather Conditions, Year 2000 Computer Date Error Failure, or any other matter whatsoever.

**17. Governing Law:** The Terms and Conditions set out above shall be governed by and construed in accordance with the Laws of England & Wales.

