

1854 Media Ltd

## TERMS AND CONDITIONS FOR MEMBERSHIPS

### 1 DEFINITIONS

1.1 "Buyer" (also referred to as "you" and "your") means the individual or organisation who buys or agrees to buy the Goods from the Seller Buyer shall also where applicable include Consumer;

1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;

1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller. Goods for sale could include individual copies of magazines, Membership, digital products, paid commissions or award entries - with one year or two year membership terms to 1854 Media and a variety of other membership terms available by on-going direct debit payment, credit card, cheque, or on-going credit card payments. Other goods may be offered by 1854 Media.

1.5 "Initial Term" means a specified term such as one or two year membership to the Goods and Services.

1.6 "Licensor" means 1854 Media Limited, whose registered office is at 34a Watling Street, Radlett, Herts, WD7 7NN, UK.

1.7 "Membership" full details are explained in our FAQ's and are generally made up as follows: Digital Access Membership (awards entries + digital subscription + past digital editions + priority access to paid commissions); Full Access Membership (awards entries + print subscription + priority access to paid commissions + digital subscription and past digital editions) and are subject to our membership conditions which may be varied from time to time without notice and can be found at <https://1854.media/membership-faq/>.

1.8 "Seller" means 1854 Media Limited, whose registered office is at 34a Watling Street, Radlett, Herts, WD7 7NN, UK.

1.9 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller;

1.10 "Website" means <http://www.bjpsubs.com> and such other websites and landing pages as Seller may operate from time to time

### 2 CONDITIONS

2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.

2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.

2.3 Acceptance of delivery and usage of the Goods and/or services shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.

2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall (save for those which shall be entitled to amend unilaterally) be inapplicable unless agreed in writing by the Seller.

2.5 In the event of any conflicts between these Terms and Conditions and any other terms referred to herein, these Terms and Conditions shall prevail.

2.6 Any complaints should be addressed to the Seller's address stated in clause 9.3.

### 3 ORDERING

3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods

pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.

#### 4 PRICE AND PAYMENT

4.1 The price of the Goods shall be that stipulated on the Website or purchase point at the time of ordering. The price is inclusive of VAT and delivery charges (if applicable).

4.2 The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.

4.3 After the order is received the Seller shall confirm by email or letter the details, description and price for the Goods.

4.4 In the case of consumer sales, the Buyer either makes a one off payment for a one year membership or for such longer memberships via ongoing direct debit or other continuous payment methods which we may allow. For one and two year memberships, payment of the price plus VAT and delivery charges, if any, must be made in full or by instalment where we allow for, before dispatch of the Goods. With direct debit payments, confirmation of the direct debit details and initial collection date will be sent to the Buyer usually within 3 working days. We reserve the right to increase our prices at any time and will notify the Buyer in advance of any collection subsequent to an increase in price.

4.5 Buyer undertakes to make any payment due hereunder in full without any deduction, offset or counterclaim whatsoever.

4.6 Seller reserves the right to recover all additional costs incurred and interest at 3% above Barclays Bank Base Rate that arise as a result of the acts or defaults of the Buyer which shall include non-payment. Seller shall also be entitled to suspend delivery of the Goods and shall not be in breach of this Agreement. In the case of any consistent account problems and/or failed deliveries, the Seller reserves the right to cancel a membership at any point.

4.7 In the event of non-payment, Seller shall be entitled to immediately terminate this Agreement in addition to all other rights and remedies available to the Seller and all monies that would have been due and owing to the Seller by the Buyer as if this Agreement had been fulfilled shall be immediately become due and payable by the Buyer.

#### 5 RIGHTS OF SELLER

5.1 The Seller reserves the right to periodically update prices on the Website, and such updated prices cannot be guaranteed for any period of time. The Seller shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

5.2 The Seller reserves the right to withdraw any goods from the Website at any time.

5.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

5.6 Seller retains all Copyright and other intellectual property rights and any other rights in the Goods throughout the world in perpetuity and hereby grants to the Buyer the non-exclusive non-transferable right to use the Goods solely as the Seller reasonably intends them to be used for their own purposes and not for any commercial (monetary or otherwise) gain.

5.7 Where you provide any Personal Data to the Seller, Seller shall comply with applicable Data Protection legislation and regulations and shall act as Data Controller in respect of any data you submit. Further details of how we process your data can be found on our Website.

## 6 AGE OF CONSENT

6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.

6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

## 7 WARRANTY

7.1 The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, satisfactory quality or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

7.2 The Seller is authorized by the Licensor to publish all and any of the magazines, digital products and awards comprising the Goods & Services.

## 8 DELIVERY

8.1 Unless otherwise requested the Buyer's membership benefits will start immediately and with the first available issue which cannot be backdated in print. This will be delivered within a maximum of 6 weeks of the Buyer making payment (which has been successfully cleared) for an order.

8.2 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

8.3 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

8.4 In the event of non-delivery the Buyer shall notify the Seller by sending an email to the following email address: [membership@1854.media](mailto:membership@1854.media). Replacement claims can only be backdated to the most recent single issue available (if in stock) and claimed within 5 days of the next issue going on sale. Despatch is usually one week in advance of the next issue going on sale which is normally the first Wednesday of every month.

UK – up to 7 working days from despatch

EU – up to 14 working days from despatch

ROW – up to 21 working days from despatch

Upon receipt of a non-delivery email, the Seller shall use reasonable endeavours to send out a replacement. In the event of notification being received after the timeframe set out in this clause 8.4, the Seller shall endeavour to send out a replacement save that the Seller shall not be liable in anyway whatsoever in the event that a replacement is not sent out.

8.5 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

## 9 CANCELLATION AND RETURN AND TERMINATION

9.1 You have a legal right to cancel your membership under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below. This means that during the cancellation period (which is 14 days from when you take out your membership) if you change your mind or decide for any other reason that you do not want your membership, you can notify us of your decision to cancel your

membership and receive a refund for any un-mailed issues. Advice about your legal right to cancel the membership is available from your local Citizens' Advice Bureau or Trading Standards office.

9.2 You will receive a refund less our reasonable administration costs for any membership cancelled if you give us notice within 14 days of taking out your membership. Any membership cancelled after the cooling off period of 14 days from taking out your membership will not be subject to any refund. Any approved refunds are aimed to be processed within 7 days after the 14 day cancellation period has been completed.

9.3 To cancel the contract in accordance with this clause 9, the Buyer must write to 1854 Media Ltd at their current trading address which can be found at <http://1854.studio/contact/>

9.4 Seller may terminate this Agreement with immediate effect by giving written notice if:  
(a) the Buyer commits a material breach of any term of this Agreement and if such breach is remediable fails to remedy that breach within 14 days of being notified in writing to do so;  
or (b) the Buyer becomes bankrupt or Insolvent within the meaning of section 123 of the Insolvency Act 1986; or (c) there is an event of Force Majeure referred to in Clause 12 which prevents Buyer from delivering the Goods.

9.5 Unless otherwise stated at time of purchase, after the initial 14 day cancellation period has expired, the membership will run until its Initial Term expires and in the case of Direct Debit or on-going credit card payments being the opted for payment terms, will renew in accordance with the initial instruction, unless cancelled by the Buyer during the Initial Term. If the membership is cancelled for any reasons during the Initial Term or any subsequent terms, the Buyer will still be liable to pay for all remaining issues due during the Initial Term or subsequent terms and the remaining issues will be delivered accordingly and the membership will thereafter not automatically renew. In the event that the Buyer does not give notice to terminate during the Initial Term or subsequent terms (for the avoidance of doubt subsequent terms shall be for the same period as the Initial Term), the membership will automatically continue once a term (Initial Term or otherwise) has expired which will be at the current price rate being offered to new members.

## 10 LIMITATION OF LIABILITY

Nothing in these Terms and Conditions shall exclude or limit the liability of 1854 for death or personal injury resulting from the negligence of 1854 or that of 1854's agents or employees. Except as may be implied by law, in the event of any breach of these Terms and Conditions by 1854 the remedies of the Buyer acting as a consumer or otherwise shall be limited to damages which shall in no circumstances exceed the price paid by the Buyer for the Goods to which the claim arose and 1854 shall under no circumstances be liable for any loss of profits, loss of business, anticipated savings, depletion of goodwill and/or similar losses or pure economic loss, special, indirect, incidental, indirect or consequential loss or damage costs, damages, charges or expenses however arising. 1854's liability includes that of any Affiliate and its and their respective agents, employees and sub-contractors.

## 11 WAIVER AND RIGHTS OF THIRD PARTIES

11.1 No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

11.2 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act

#### 12 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to an extension of its obligations for the period of the Force Majeure event.

#### 13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

#### 14 CHANGES TO TERMS AND CONDITIONS

The Seller shall without notice be entitled to amend these Terms and Conditions at any time and you accept that this is a condition upon which you have entered into these Terms and Conditions with the Seller.

#### 15 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts (in respect of both contractual and non-contractual disputes).