Terms of Sale

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You should print a copy of these Terms for future reference. Please understand that if you refuse to accept these Terms, you will not be able to order any Magazines or Products from our Websites.

We amend these Terms from time to time as set out in clause 15. Every time you wish to order Magazines or Products, please check these Terms to ensure you understand the terms which will apply at that time. If you purchase a product, it will be fulfilled by Warners Group Publications Ltd together with its agents and sub-contractors. This page (together with the documents referred to on it) tells you the terms and conditions (**Terms**) on which we supply any of our magazines (**Magazines**) or products (**Products**) listed on any of our websites (**Websites**) to you. Products can include but are not limited to: subscriptions, memberships, books, DVDs, courses, show tickets, competition entries or classified adverts. Please read these Terms carefully and make sure before ordering any Magazines or Products from our Websites. You should understand that by ordering any of our Magazines or Products, you agree to be bound by these Terms.

1. INFORMATION ABOUT US

This is a website operated by Warners Group Publications Ltd (**We/Us/Our**). Our main website is at www.warnersgroup.co.uk . We are registered in England and Wales under company number 2572212 and VAT no GB 638 3492 15 and our registered office is at 1 Lysander Drive, Northfields Industrial Estate, Market Deeping, Peterborough PE6 8FB.

2. YOUR AGREEMENT WITH US

All orders are subject to acceptance by us. We will confirm acceptance (or otherwise) of your order as soon as possible, either by email (if your order is placed on-line) or by telephone (if your order is placed over the telephone) (**Confirmation**). The contract between us (**Contract**) will only be formed once we confirm we have accepted your order. We will charge your credit/debit card on acceptance of your order.

3. YOUR STATUS

3.1 By placing an order for any magazines (whether through any of our websites or by telephone), you warrant that:
3.1.1 you are legally capable of entering into binding contracts; and
3.1.2 you are at least 18 years old;

4. OUR PRODUCTS

4.1 The images of the Magazines and Products on our Websites are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Magazines and/or Products. Your Magazines and/or Products may vary slightly from those images.
4.2 The packaging of the Magazines and/or Products may vary from that shown on images on our Websites.
4.3 All Magazines and Products shown on the Website are subject to availability. We will inform you by e-mail as soon as possible if the Magazines and/or Products you have ordered are not available and we will not process your order if made.
4.4 Show tickets carry additional visitor terms of booking, these are displayed at the start of the show booking process for your review. By placing a show order you will be accepting the terms of booking.

5. IF YOU ARE A CONSUMER

5.1 In relation to the Contract between you and us, while we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

5.2 As a consumer, you have legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. IF YOU ARE A BUSINESS CUSTOMER

6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our Websites to purchase Magazines and/or Products.

6.2 You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the us which is not set out in these Terms or any document expressly referred to in them.

7. PRICE & PAYMENT

7.1 The prices of the Products and Magazines are as quoted on our Websites from time to time, except in cases of obvious error.

7.2 Prices include delivery charges and VAT at the applicable current rate chargeable in the UK for the time being. From 1 July 2021, any local taxes arising from shipping to areas outside of the UK are payable by the customer.

7.3 Prices are liable to change at any time, but changes will not affect orders which we have already accepted. We do reserve the right to increase our prices after the first year if you make direct debit payments in relation to a Magazine subscription. We will notify you of any such increase.

7.4 It is always possible that, despite our best efforts, some of the Magazines and/or Products listed on our Websites may be incorrectly priced. We will normally verify prices as part of our ordering procedures so that, where a price is less than our stated price, we will charge the lower amount. If the correct price is higher than the price stated on our Website, we will normally, at our discretion, either contact you for instructions before accepting your order, or reject your order and notify you of such rejection. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as mispricing, we do not have to provide the Magazines and/or Products to you at the market (lower) price.

7.5 Payment for all orders must be by credit / debit card or Direct Debit. We accept payment by MasterCard, Visa / Visa debit or via Paypal. Any card payment transactions will be encrypted by our payment gateway providers Elavon (previously known as Sagepay/Opayo), Stripe and Paypal and are not stored on our servers. Bank details provided for the set-up of Direct Debits are transmitted via secure connections. We will take all reasonable care to keep your order details and payment secure, but, unless we are negligent, we will not be liable for any losses if an unauthorised third party obtains access to your information. Payment for Magazines and/or Products is in advance.

7.6 Recurring or continuous card payment plans are available on many of our brands enabling you to spread the cost of a subscription/membership over the year in smaller payment amounts. Continuous payment products are clearly identified on the store pages and highlighted on your order confirmation email. Plans will continue until cancelled. Some plans offer a promotional introductory term at a lower rate, these are clearly identified in the product name on the store page and your order confirmation email. You can view and manage your plan in your 'My Account' area online, you can see your last payment amount and date plus the next payment amount and date due.

8. DELIVERY

8.1 Your order will be fulfilled by the estimated delivery date set out in the Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

8.2 Delivery will be completed when we deliver the Products and/or Magazines to the address you gave us in your order.
8.3 The Products and/or Magazine will be your responsibility from completion of delivery.
8.4 You own the Products and/or Magazine once we have received payment in full, including all applicable delivery charges.
8.5 In relation to Magazine purchase and subscriptions, please allow up to six weeks for delivery of the first issue of the magazine. If we have any problems with your order, we will contact you to let you know what is happening.

9. AVAILABILITY

All Magazines and/or Products are subject to availability. We can only guarantee availability whilst stocks last. If we are unable to supply you with a Product and/or Magazine, we will inform this by email (or by telephone) and we will not process your order. If you have already paid, we will refund you the full amount as soon as possible.

10. COVERMOUNTS OR MAGAZINES

If any of our Magazines are put on sale in the UK containing a covermount gift, you are not guaranteed to receive these covermounts.

11. QUALITY

11.1 In respect of any Magazines and/or Products manufactured by us, we warrant that (subject to the other provisions of these Terms) upon delivery they shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
11.2 For Products, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 11.3. The warranty in clause 11.2 does not apply to any defect in the Products arising from:

11.3.1 fair wear and tear;
11.3.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
11.3.3 if you fail to operate or use the Products in accordance with the user instructions;
11.3.4 any alteration or repair by you or by a third party who is not one of our authorised repairers; or
11.3.5 any specification provided by you.

11.4 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

12. LIMITATION OF LIABILITY

12.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
12.2 We only supply the Products and/or Magazines for domestic and private use. You agree not to use any Product or Magazine for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
12.3 All warranties, conditions and other terms implied by statute or common law in to any contract between us in respect of the magazines (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

12.4 Where the Magazines and/or Products are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) your statutory rights are not affected by these Terms.
12.5 Nothing in these Terms excludes or limits our liability:

12.5.1 for death or personal injury caused by our negligence; or
12.5.2 under section 2(3), Consumer Protection Act 1987; or
12.5.3 for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or
12.5.4 for fraud or fraudulent misrepresentation.

12.6 Subject to clauses 12.3 and 12.4 we shall not be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any contract between us in respect of the Magazines and/or Products.

13. CANCELLATION RIGHTS

13.1 You may cancel your subscriptions for Magazines at any time however if your subscription included a free gift, free issues or the first set of issues at a reduced cost, you must fulfil the minimum term of one year, if you wish to cancel prior to this, you will be required to make the relevant payments to cover this term. Please notify us of the cancelation in writing at The Maltings, West Street, Bourne, Lincolnshire, PE10 9PH. Warners Group Publications operate a 'no refund' policy and any magazines your current payment covers will be sent to you as per the mailing schedule. Whilst WGP operate a no refund policy there may be exceptional circumstances where a refund is available. If such circumstances apply then an admin fee of £10 will be deducted from any monies refunded.
13.2 If you are a consumer purchasing Products, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause 13.4. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. If you are returning because you have decided that you no longer want the item(s), and the item is/are as described, then any return carriage will not be refunded by Warners Group Publications. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
13.3 However, this cancellation right does not apply in the case of:

13.3.1 any made-to-measure or custom-made products;
13.3.2 newspapers, periodicals or magazines; with the exception of subscription contracts for the supply of such publications;
13.3.3 perishable goods, such as food, drink or fresh flowers;
13.3.4 software, DVDs or CDs which have a security seal which you have opened or unsealed.
13.3.5 contracts for services related to leisure activities if the contract provides for a specific date or period of performance.

13.4 Your legal right to cancel a Contract starts from the day after the Products have been delivered to you, for a period of 14 (fourteen) days.
13.5 If you are a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 13 of these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
13.6 Continuous Card Payment Plans can be cancelled at any time via your 'My Account' area online or by contacting our subscriptions team. When cancelling your plan please allow up to 5 working days for the cancellation to be confirmed. Cancelled plan will be terminated at the end of their current payment cycle and any magazines or services will be provided to you until that date. If your plan is for a gift subscription/membership you will need to contact us to cancel.

14. DELAY OR FAILURE TO PERFORM

14.1 We shall not be liable to you if we are prevented or delayed in performing any of our obligations to you if this is due to any cause beyond our reasonable control (**Events Outside Our Control**) including, but not limited to:

14.1.1 an act of God, explosion, flood, fire or accident;

14.1.2 war or civil disturbance;

14.1.3 strike, industrial action, stoppages of work or lockouts;

14.1.4 any form of government intervention;

14.1.5 a third party act or omission;

14.1.6 failure by you to give us a correct email or delivery address or notify us of any change of address;

14.1.7 Magazines or Products lost in dispatch; and

14.1.8 failure of public or private telecommunications networks.

14.2 If this happens we shall inform you as soon as is reasonably practicable. Our obligations under the Contract will be suspended for the duration of the Event Outside Our Control. If an Event Outside Our Control continues for more than 30 days either you or we will be free to cancel the Contract. If so, we will give you a full refund of any payment we have received from you within 30 days of cancellation using the same method as you made payment.

15. VARIATION OF TERMS AND CONDITIONS

15.1 We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our Site.

15.2 Every time you place an order, the Terms in force at that time will apply to the Contract between us.

16. CUSTOMER INFORMATION

16.1 If you have any queries or require further information regarding our Magazines and/or Products or your purchase, call our customer services team on 01778 391180 who will be glad to assist you. Lines are open from 8am – 6pm Monday to Friday excluding public holidays in England and Wales. Alternatively you can e-mail us at wgpsubs@warnersgroup.co.uk or fax us on 01778 421706 or write to our Customer Services department at: Warners Group Publications, West Street, Bourne, Lincolnshire, PE10 9PH.

17. THIRD PARTY RIGHTS

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

18. FEEDBACK

Tell us how we are doing and how we can do it better. We welcome your comments on any aspect of our service to you, so please feel free to contact us with your comments by email or by contacting our customer services department.

19. DATA PROTECTION

We will only use your personal information in accordance with our privacy policy – please **click here** to read.

20. OTHER IMPORTANT TERMS

20.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

20.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

20.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
20.4 If any provisions of these Terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

21. GOVERNING LAW

21.1 All Contracts formed between us for purchases from our Websites shall be governed by English law and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

21.2 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to submit your complaint for online resolution to the European Commission Online Dispute Resolution
platform: https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN

Change Log

10/06/2021 – 7.2 updated to reflect Brexit VAT changes

15/02/2022 – 13.1 updated to add refund admin fee in exceptional circumstances. 7.6 added. 13.6 added

02/02/2023 – 13.2 updated to clarify postage refund terms

20/7/2023 – 7.6 updated re introductory rates and my acc area.

10/10/2024 – 7.5 Sagepay/Opayo are now owned by Elavon

30/10/2026 - 7.5 addition of Stripe, 16.1 update to opening times