

## Terms and Conditions of Sale

**Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.**

### **Summary of some of your key rights:**

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

#### Right to Cancel – Services

The Consumer Contracts Regulations 2013 say that in most cases, you can cancel with 14 days. If you agree the service will start within this time you may be charged for what you have used. Please note that as the majority of clients require our services to be completed well before 14 days, this may mean that you will be charged in full for any services received fully by you and without defect within that time.

#### Your Consumer Rights – Services

The Consumer Rights Act 2015 says that:

- You can ask us to repeat or fix the service if it is not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price has not been agreed up front, what you're asked to pay must be reasonable.
- If a time has not been agreed up front, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from the Citizens Advice Bureau please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

**The information in this summary box summarised some of your key rights. It is not intended to replace the contract below which you should read carefully.**

This contract sets out:

- Your legal rights and responsibilities;
- Our legal rights and responsibilities;
- Certain key information required by law.

In this contract:

- “We”, “us” or “our”

means Jack Writer Academic Support Services (UK) Ltd

Reference to us in these Terms and Conditions also includes any group companies which we may have from time to time.

- “Our site” or “our website”

refers to any site which these terms and conditions are displayed, including, but not limited to the following websites:

[www.jackwriter.co.uk](http://www.jackwriter.co.uk)

[www.jackwriter.uk](http://www.jackwriter.uk)

[www.jackwriter.eu](http://www.jackwriter.eu)

- “You” or “your”

means the person accessing or using our site to make purchases from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- Email: [compliance@jackwriter.uk](mailto:compliance@jackwriter.uk)

## Who We Are

We are a company registered in England and Wales with company registration number 11150193. Our registered office is at:

Room 0. 01d, Innovation Birmingham Campus Holt Street,  
Faraday Wharf, Birmingham, West Midlands, United  
Kingdom, B7 4BB

The details of this contract will not be filed with any relevant authority by us.

## Terms and Conditions of Sale

### A. INTRODUCTION

1. These terms and conditions of sale apply to any sale of our services on our site. If you buy services on our site you agree to be legally bound by this contract and the terms and conditions contained herein.
2. This contract is only available in English. At present, no other languages are available for this contract.
3. When buying any service on our site, you also agree to be bound by:
  - i. Our *Terms and Conditions of Use* and any documents related to therein;
  - ii. Our *Full Spectrum Service Terms and Conditions* and any documents referred to therein, if you are a member of such;
  - iii. Specific terms which apply to certain services. If you want to see the specific terms, please visit the relevant webpage for the services;

All these documents form part of this contract as though set out in full here.

### B. INFORMATION WE GIVE YOU

1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
  - i. Read the Confirmation email that will be sent to you when you have ordered services (see clause below), or
  - ii. Contact us using the contact details at the top of this page.
2. The key information we give you by law forms part of this contract (as though it is set out in full here).

3. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### C. ORDERING FROM US

1. Here we set out how a legally binding contract between you and us is made.
2. You place an order on our site by doing the following:

Completing and submitting the Order Form on the dedicated Service Page.

3. Please read and check your order carefully before submitting it. However, if you need to correct any errors, you can do so before submitting it to us.
4. Orders which contain wrong, out-dated or otherwise incorrect information may still be subject to a charge, to the extent to which we have processed and completed your order. **It is therefore very important that you take your time and ensure you are submitting the correct information.**
5. When you place your order and complete it by clicking or tapping the “Submit” button, we will acknowledge it by email to the email address you provide. This acknowledgment, however, does not mean that your order has been accepted.
6. We may contact you to say that we do not accept your order. This is typically for the following reasons:
  - i. The services are unavailable;
  - ii. We cannot authorise your payment;
  - iii. You are not allowed to buy the services from us;
  - iv. We are not allowed to sell the services to you;
  - v. You provided a deadline for service fulfilment which is unfeasible;
  - vi. A mistake has been made on the pricing or description of the services.

7. We will only accept your order when two conditions have been fulfilled:
  - i. we send an email to confirm your order (known as an Order Confirmation Email), and
  - ii. we have received a valid Proof of Payment and Discount Validation in reply.

At this point:

- iii. A legally binding contract will be in place between you and us;
  - iv. Your order will be fulfilled.
8. If you are under the age of 18 you may buy any services from our site. However, in some cases you may not be able to buy certain services because you are too young. If so this will be set out on the relevant webpage for the services concerned.

#### **D. RIGHT TO CANCEL THIS CONTRACT (NON-BUSINESS CUSTOMERS)**

1. If you are buying from our site for business purposes, this section does not apply. Instead, please see the section below entitled "RIGHT TO CANCEL THIS CONTRACT (BUSINESS CUSTOMERS)".
2. If you are buying services from our site for non-business purposes, you have the right to cancel this contract within 14 days without giving any reason.
3. The cancellation period will expire after 14 days from the day:
  - i. On which this contract was entered into.
4. To exercise your right to cancel, you must inform us of your decision to cancel this contract in a clear statement (e.g. a letter sent by post, fax or email). You are recommended to reply to the Order Confirmation Email with your instructions, as this is the quickest and most effective way of updating us concerning any specific order you have placed.

5. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**E. PAYMENT AND RIGHT TO CANCEL IF PERFORMANCE OF SERVICES REQUESTED TO COMMENCE BEFORE EXPIRY OF 14 DAY CANCELLATION PERIOD**

1. If you request us to begin the performance of services during the 14-day cancellation period referred to above in the clause entitled "RIGHT TO CANCEL THIS CONTRACT (NON-BUSINESS CUSTOMERS)", you shall pay us an amount which is in proportion to what has been performed until the date when you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.
2. You will lose the right to cancel this contract if the services have been fully performed at your express request within the cancellation period.

**F. EFFECTS OF CANCELLATION (NON-BUSINESS CUSTOMERS)**

1. If you cancel this contract (in accordance with the section above entitled "RIGHT TO CANCEL THIS CONTRACT (NON-BUSINESS CUSTOMERS)", we will reimburse to you all payments received from you, including the cost of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us).
2. We may make a deduction from the reimbursement for the loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
3. We will make the reimbursement without undue delay, and not later than:
  - i. 14 days after the day we received back from you any goods supplied; or
  - ii. (if earlier) 14 days after the day you provided evidence that you have returned the goods; or
  - iii. If there were no goods supplied, 14 days after the day on which we are informed about your

decision to cancel this contract.

4. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees from us as a result of the reimbursement. However, some banking institutions may charge you (e.g. in the case of international transactions).
5. If you have received goods:
  - i. You shall, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us, send back the goods or hand them over to us.
  - ii. The deadline is met if you send back the goods before the period of 14 days has expired.
  - iii. You will have to bear the direct cost of returning the goods.
  - iv. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### **G. PERFORMANCE OF SERVICES**

1. Where possible we will offer the opportunity to confirm the time and date for performance of services purchased during the confirmation process and prior to the purchase of the services.
2. In other cases we may offer you with the opportunity to book the time and date for performance of services in advance or following the purchase of those services.
3. In all cases we will seek to perform the services purchased within a reasonable time and without causing you significant inconvenience.
4. Please note that where performance is requested or confirmed to commence within 14 days of purchase the above clause "PAYMENT AND RIGHT TO CANCEL IF PERFORMANCE OF SERVICES REQUESTED TO

COMMENCE BEFORE EXPIRY OF 14 DAY CANCELLATION PERIOD” will be applicable.

5. If you have any questions as regards the time or date for performance of purchased services please contact us immediately. This is most conveniently and effectively done by replying to the Order Confirmation Email, which will contain details of the order in question and will enable us to reply to you sooner than other methods of communication.

## H. PAYMENT

1. We accept the following means of payment:

BACS (UK online or in-branch bank transfer)  
SWIFT (International online or in-branch bank transfer).

2. We will do all that we reasonably can to ensure that all of the information you give to us when paying for services is secured by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
3. Where applicable, your credit or debit card will only be charged when you confirm your order.
4. All payments by credit card or debit card need to be authorised by the relevant card issuer. From time to time we may also use extra security steps, including, but not limited to, Verified by Visa, Mastercard® SecureCode™, or equivalent services.
5. If your payment is not received by us and you have already received your goods or services, you:
  - i. Must pay for such goods or services within 30 days; or
  - ii. (in the case of goods) must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions of manuals given with the goods)



and not use them before you return them to us.

6. If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
7. Nothing in this clause affects your legal rights to cancel the contract during any applicable “cooling off” period detailed under the Clauses “RIGHT TO CANCEL THIS CONTRACT (NON-BUSINESS CUSTOMERS)” and “EFFECTS OF CANCELLATION (NON-BUSINESS CUSTOMERS)” above.
8. Individual prices of, or discounts and offers of specific services are detailed on the relevant service order pages and may be updated from time to time. They include VAT (where applicable) at the applicable rate.
9. If you are a member of the “Full Spectrum Service” and are completing a purchase which qualifies for the scheme, you will need to confirm the required information to qualify for any member benefits during the online checkout process. Please note that not all purchases may qualify for the scheme (please consult the *Full Spectrum Service* terms and conditions for further information).

## **I. NATURE OF SERVICES**

1. The Consumer Rights Act 2015 gives you certain legal rights (also known as “statutory rights”), for example, that any services purchased are performed by us with reasonable care and skill.
2. We must provide you with services that comply with your legal rights.
3. When we supply services:
  - i. We will use all reasonable care and skill in the performance of those services;
  - ii. Where the price is not agreed beforehand we will provide the service for a reasonable price; and

- iii. We will perform the services within a reasonable time.

**J. END OF CONTRACT**

1. If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

**K. LIMIT ON OUR RESPONSIBILITY TO NON-BUSINESS CUSTOMERS**

1. The provisions of this section shall apply to purchases made for non-business purposes only.
2. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), in the case of purchases made for non-business purposes, we are not legally responsible for:

- i. Losses that:

- a) were not foreseeable to you and us when the contract was formed;
- b) that were not caused by any breach on our part;
- c) that relate to an outcome lower than expected as a result of using these services.

- ii. business losses; and

- iii. losses to non-consumers.

**L. INDEMNITY AND INSURANCE**

1. You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under this contract.
2. You shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover your obligations under this contract. On request, you shall supply so far as is reasonable

evidence of the maintenance of the insurance and all of its terms from time to time applicable.

#### **M. LIMITATION OF LIABILITY**

1. The extent of the parties' liability under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be set out as in this clause.
2. Subject to the sub-clauses below (entitled "Exceptions"), our total liability shall not exceed the sum of £100.
3. Subject to the sub-clauses below (entitled "Exceptions"), we shall not be liable for consequential, indirect or special losses.
4. Subject to the sub-clauses below (entitled "Exceptions"), we shall not be liable for any or all of the following (whether direct or indirect):
  - i. Loss of profit;
  - ii. Loss or corruption of data;
  - iii. Loss of use;
  - iv. Loss of production;
  - v. Loss of contract;
  - vi. Loss of opportunity;
  - vii. Loss of savings, discount or rebate (whether actual or anticipated);
  - viii. Harm to reputation or loss of goodwill.

#### **Exceptions**

5. The limitations of this liability set out above shall not apply in respect of any indemnities given by either party under this Contract.
6. Notwithstanding any other provision of this Contract, the liability of the parties shall not be limited in any way

in respect of the following:

- i. Death or personal injury caused by negligence;
- ii. Fraud or fraudulent misrepresentation;
- iii. Any other losses which cannot be excluded or limited by applicable law;
- iv. Any losses caused by wilful misconduct.

#### **N. COMPLAINTS**

1. If you and we cannot resolve a dispute using our complaint handling procedure, we will:
  - i. Let you know that we cannot settle the dispute with you; and
  - ii. Consider the need for an Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaints.
2. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.
3. The laws of England and Wales will apply to these Terms.

[END]

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