

BACKGROUND:

Please read these Terms and Conditions carefully before placing an order for a Custom Book with Us. These Terms and Conditions, together with any other documents referred to herein (unless otherwise stated), set out the terms under which Custom Books are created and sold by Us to you, as a consumer.

The Terms and Conditions, Proposal and Schedule Timelines explain who We are, how Our Custom Books will be provided to you, how you or We may change, cancel, or otherwise end the Contract, what to do in the event of problems, and other important information.

By making a deposit payment, as detailed in the Proposal, you confirm that you have read and accept the Terms and Conditions detailed herein.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Contract”	means a contract for the purchase of a Custom Book as explained in Part 11;
“Custom Book(s)”	means the Custom Book sold by Us namely one or more of the following: <ul style="list-style-type: none">• Life Story;• Celebration Book;• Wedding Book; or• a Bespoke Book;
“Life Story”	means a Custom Book created about your life based on a collection of stories, information and photographs provided by you. Life Stories will be created based on one of four packages detailed within the Proposal and selected by you;
“Celebration Book”	means a Custom Book created based on a specific event or milestone e.g., 18 th birthday, 40 th birthday, retirement or another event. It can include up to a maximum of 15 Contributors who may include one message and one photograph by means of uploading the same to Our portal prior to the deadline cut-off date.
“Wedding Book”	means a Custom Book created to capture your wedding day and the lead up to the same. It can include up to 30 Contributors who are your family or friends. Contributors are also permitted to include one message and one photograph, which they must upload to Our portal prior to the deadline cut-off date. The Wedding Book also requires you to upload to Our portal speeches, vows, other wedding memorabilia and photographs. You may choose a maximum of 80 photographs for the book. These may be a combination of photographs shared by friends and photographs from your own official collection.
“Bespoke Book”	means any Custom Book which does not fall into the other categories defined above (namely Life Story, Celebration Book or Wedding Book) or is outside the scope of one of those categories e.g., a Life Story that requires external Contributors;
“Contributor” or “Storyteller”	means a person who is providing information which includes a story, documentation or photograph in order for the same to be used in the Custom Book;
“Fee”	means the price payable for the Custom Book which includes the price detailed in the Proposal along with any additional fees which includes, but is not limited to, extension fees, administrative fees and overage fees;
“Schedule Timelines”	means the proposed timeline in which the Custom Book will be produced. However, this schedule is subject to change depending on your availability, Contributors availability and any other events which cause a delay;
“Intellectual Property Rights”	means (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions. (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
“Proposal”	means a document provided to you which sets out a short summary of the Custom Book and what it shall include. It shall also include details of fees payable; and
“We/Us/Our”	means Lynne Evans t/a The Memory Shed of 3 Manor Gardens, Maids Moreton, Buckingham, MK18 1RJ.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any similar term, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 a Part or paragraph is a reference to a section, part, or clause of these Terms and Conditions.

2. Information About Us

The Memory Shed is owned and operated by Lynne Evans.

3. How to Contact Us

To contact Us with general questions, sales questions or complaints by email, please email Us at hello@thememoryshed.com to contact Us by telephone, please call Us on 07710817619

4. Business Customers

These Terms and Conditions do not apply to customers purchasing a Custom Book in the course of business. If you are a business customer please contact us prior to making any purchases.

5. Creation of Custom Books and how it works

5.1 We will have an initial conversation with you regarding your requirements for a Custom Book. We will discuss your needs for having a Custom Book created for you. Thereafter you will be provided with a Proposal and Schedule Timelines detailing the action plan along with the costs of the same. Before We are able to move forwards with the Custom Book you will be required to confirm your acceptance of the Proposal and Schedule Timelines.

5.2 Please note that any Fees quoted within the Proposal shall have a validity of 30 days. If you contact Us outside of this timeframe the Custom Book may be subject to additional Fees. Prior to commencing work on the Custom Book we will notify you of the same. Additional time, pages or photographs are available upon request at an additional cost and subject to the Our availability.

5.3 It is important that you read the Proposal and Schedule Timelines carefully. If you require any amendment to the Schedule Timelines you should let Us know prior to making an initial payment. Changes to the Schedule Timelines requested after this time may be subject to extension Fees.

5.4 We shall create the Custom Book with reasonable skill and care, commensurate with prevailing standards the in the United Kingdom. However, you should be aware that contents and quality of the Custom Book will depend entirely on the information and materials provided to Us, including those provided by Contributors.

5.5 We shall not be liable for any defects caused by third party suppliers such as printers or any third-party software.

5.6 Interviews for Celebration & Wedding books will all take place via an electronic cloud platform. You will be responsible for accessing the facility. Arrangements for access will be discussed at the outset when you pay your deposit.

5.7 Interviews for Life Stories will be via a blended approach of face-to-face and online interviews. The first interview will take place face-to-face (unless otherwise agreed) and the remainder will take place online thereafter. If the Storyteller wishes for additional interviews to be conducted face-to-face, this may be possible, subject to an additional surcharge which will be based on the location of the Storyteller. Any surcharge will be fair and proportionate and shall reflect time taken for our Writer to travel to their home or a mutually agreed location as well as any travel costs incurred.

5.8 Included within the cost of the Custom Book you will be permitted:

5.8.1 **For Life Stories** up to two sets of revisions or amendments once the first complete draft has been shared with you. We would expect the majority of these revisions to be captured on the initial read through of the first draft. Once a revised draft has been sent out for approval, we will be happy to allocate two hours for final snags, editing amendments. Should any additional or more substantive changes be requested at this point, we will be happy to consider the changes, but extra charges may apply.

. Any amendments required over and above this will be chargeable at Our current hourly rate.

5.8.2 **For Celebration Books** one set of revisions or amendments provided the same does not exceed one hour of Our time. Any amendments required over and above this will be chargeable at Our current hourly rate.

5.8.3 **For Wedding Books** up to one set of revisions or amendments provided which each revision or amendment does not exceed one hour per revision/amendment. Any amendments required over and above this will be chargeable at Our current hourly rate.

5.9 We make no guarantee that all photographs submitted will be used within the book. Inclusion will depend on the best quality and fit for the book. We will however endeavour to accommodate as many suitable photographs within the agreed book parameters. Where additional photographs are required additional charges will apply.

6. Your Obligations and liability to Us

6.1 Prior to Us being able to commence creation of the Custom Book We will need all information detailed within the Proposal which includes, but is not limited to:

6.1.1 your availability, including dates and times, of when interview(s) can take place in order for Us to take your story;

6.1.2 Where applicable, You will have invited the Contributors who you wish to be involved in the creation of the Custom Book to Our web portal. They will need to have provided their contact details as well as confirming their acceptance and consent to their information being used for the Custom Book. We will not be responsible for any Contributors who fail to sign up to the web portal or who do not wish to take part in the Custom Book.

6.1.3 All completed and applicable consent forms. In the event that the person the Custom Book is about does not sign a consent, or that you keep the same as a surprise, you will be liable in the event of an issue, as detailed in 6.8 below.

6.1.4 A completed questionnaire, unless agreed otherwise.

6.1.5 Where the Custom Book is a Life Story, your confirmation that you will carry out the exercises provided in the Memory Forge Pack, prior to the first interview date and time.

6.2 We may, from time to time, require your input or feedback on any content (which includes, but is not limited to structure, chapters and cover design) prior to being able to move onto the next stage of the process. You confirm that you shall use all reasonable endeavours to respond with the required feedback within:

48 hours in respect of Celebration books; and
7 days for all other books (e.g. Wedding Book, Lifestory Book and Bespoke Book).

6.3 Whilst we will use Our best endeavours to ensure that any typographic errors are correct, prior to print, We do ask that you check the same carefully prior to confirming your acceptance of the proof. We will not be liable for any typographical errors, or errors generally, after the Custom Book is sent to the printers.

6.4 In the event that your feedback relates to final sign off of the Custom Book, and you fail to respond within 30 days, We will deem your silence as acceptance of the Custom Book and the same will be sent to print. We will not be liable for any errors or omissions in respect of the same.

6.5 We shall not be liable for any delays in the Schedule Timelines caused by you or Contributor(s).

6.6 We shall not be liable for any images, content or intellectual property supplied by you, anyone instructed on your behalf or a Contributor. If any consents, licences or other permissions are needed it shall be your responsibility to ensure these are in place prior to the same being provided to Us. Any photographs provided must not be obscene or defamatory. In the event that such photographs are provided We reserve our right to terminate the project.

- 6.7 Where an in-person interview is due to take place with either you or Contributor(s) you will allow us access to any relevant premises and/or third-party premises booked by you. You will further ensure that such premises will be free from all health and safety risks to Us and others.

Liability

- 6.8 You agree to indemnify Us, that is to be financially liable, for any losses arising as a result of any complaint, action or claim that the contents of the Custom Book breaches anyone's Intellectual Property Rights, is defamatory in nature or where the appropriate consent has not been obtained.

7. Custom Books

- 7.1 Where photographs are used, the quality of the Custom Book in terms of aesthetics will be dictated by the photographs provided to Us. We are unable to improve, edit or adjust images provided by you, Contributors or anyone instructed on your behalf, and therefore printing of the same will match the quality of photograph provided to Us.
- 7.2 There may be slight variations in colour between photographs provided to Us and the photograph used in any Custom Book.

8. Cancellation and Rescheduling

- 8.1 Due to the nature of Our Custom Books, and the volume of work that goes into them, unfortunately We are unable to cancel your order for a Custom Book once We have commenced working on the same. For the avoidance of doubt commencement means any research, preparation, interview, map or plan for the preparation of the Custom Book.
- 8.2 Where We have to cancel the creation of the Custom Book, due to circumstances beyond Our control, such as Our illness, We will refund you any payment of Fees made to date.
- 8.3 Where you or a Contributor to the Custom Book wishes to cancel an interview appointment date and time, we ask that you give Us as much notice as possible. Where We have incurred expenses, such as travelling expenses, and the meeting is rescheduled to a future date, you will be liable to pay additional Fees in respect of our travelling expenses. If the rescheduling extends the Schedule Timelines, you may be subject to extension Fees as detailed in Part 10.

9. Intellectual Property, Copyright and Ownership of the Custom Book

- 9.1 All Intellectual Property Rights subsisting in any materials provided by you, a Contributor or anyone instructed on your behalf, shall at all times remain your property (or its licensors, as appropriate). Nothing in these Terms and Conditions shall vest any rights in any material provided by, or otherwise belonging to you (or its licensors, as appropriate). You hereby grant to Us a limited, non-exclusive, non-transferable, revocable, worldwide licence to use any materials provided to Us for the purposes of the creation of your Custom Book.
- 9.2 We shall retain the ownership of any and all Intellectual Property Rights that may subsist in the processes, methodologies, notes, papers and working documents used or anything produced by Us that is used in the course of Our business. We shall be deemed to automatically grant a royalty-free, non-exclusive licence of any and all such rights to you to use the same in accordance with the terms of these Terms and Conditions.
- 9.3 Upon receipt of payment in full of Our Fees, the Intellectual Property Rights in the deliverables (i.e. in the complete Custom Book) shall be owned jointly by you and Us, unless otherwise agreed in writing. You will be permitted to share the Custom Book, for viewing persons only, with your friends, family and acquaintances. You may not, without Our expressed written consent use the Custom Book, or any of its content, commercially or for financial gain.
- 9.4 You should ensure once we have provided the Custom Book to you, that you store the same in a safe place. We make no guarantees that We will in future be able to provide you with a further copy of the same.

10. Payment of Our Fees

- 10.1 In consideration of the Custom Book you shall pay to Us the Fees as set out in the Proposal/initial order form and detailed in the invoices provided to you. The deposit must be paid before We commence preparation of the Custom Book. Where the Custom Book, as detailed in the Proposal, includes instalment

payments, and an instalment payment is missed, We reserve Our right not to continue working on the Custom Book until such time as the instalment Fees are brought up to date. However, for the avoidance of doubt all Fees will still remain due and owing.

- 10.2 Any delays caused, as a result of a missed Fee payment, or for any other reason which is not attributable to Us, will be subject to extension Fees.
- 10.3 Extension Fees will be charged where the Schedule Timelines is exceeded due to an action, or no action, on your part, a Contributor or anyone instructed by you. For the avoidance of doubt where you require third party Contributors (e.g., friends or family members) to contribute to the Custom Book, they will be deemed as someone instructed by you. Extension Fees are calculated on the basis of 3% of the total project fee and shall be charged on a monthly basis for every month that the project is extended. We will notify you in writing if fees become payable and you will be invoiced monthly. Payment terms will be 7 days from despatch of invoice.
- 10.4 All payments required to be made pursuant to the Proposal and these Terms and Conditions shall be made in GBP in cleared funds to such bank as We may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as you are required to deduct or withhold by law.
- 10.5 The Memory Shed is, not at this time, VAT registered. Accordingly, all payments made under the Proposal and these Terms and Conditions do not include VAT.
- 10.6 Any sums which remain unpaid, after their due date, shall incur interest on a daily basis at 8% above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sums. This provision shall not apply to payments disputed in good faith.

11. How Contracts Are Formed

- 11.1 Our submission of a Proposal and Schedule Timelines to you constitutes a contractual offer capable of acceptance. Where you make an initial Fee payment, in accordance with the Proposal, this constitutes a contractual offer which We may accept. Our acceptance of the offer is indicated by Us acknowledging the initial payment, in writing. Thereafter there will be a legally binding Contract between Us and you for a Custom Book.
- 11.2 The Proposal and Schedule Timelines will detail the characteristics of your Custom Book namely:
 - 11.2.1 The type of Custom Book purchased;
 - 11.2.2 The Schedule Timelines of the Custom Book and estimated delivery date;
 - 11.2.3 The Fees for the Custom Book.
- 11.3 In the unlikely event that We cannot accept your order, We will inform you in writing and explain why. Your initial Fee payment will be refunded to the payment method used, within 7 days.

12. Delivery

- 12.1 We aim to send the Custom Book to a third-party printer, in accordance within the Schedule Timelines provided with the Proposal. However, the following applies:
 - 12.1.1 books will only be sent for print where full payment has been made; and
 - 12.1.2 we make no guarantees that these dates will be met, due to the nature of Custom Book. Delays can be caused by events outside of Our control such as your non availability or delay, of anyone contributing to the Custom Book.
- 12.2 Turnaround times of the printer is completely out of Our control and will vary depending on the time of year.
- 12.3 If you (or someone on your behalf) is not available at your address to take delivery of the Custom Book and it cannot be posted through your letterbox, a note informing you of how to arrange for re-delivery or whether you can collect the Custom Book will be left. It is your responsibility to liaise with the postal company or courier to arrange redelivery.
- 12.4 Responsibility for the Custom Book passes to you once We have delivered the Custom Book to the address you have provided or once you (or a carrier organised by you, if applicable) collects the Custom Book from Us.

12.5 We will not be responsible for delivering the Custom Book late or for not delivering the Custom Book if this is due to you, or someone instructed on your behalf, not providing Us with required information within a reasonable period of Us asking for it.

12.6 Our printers, who are third party printers, will deliver worldwide, subject to additional postage costs. In the event you purchase from outside the UK you should be aware you maybe required to pay customs in the receiving country. Any customs or taxes due are your sole responsibility and We take no responsibility for the same.

13. Your Rights to Cancel and End the Contract

If you contact Us prior to the commencement of any work on the Custom Book, you may be entitled to rely upon the cooling-off period. However, if any work has commenced, given the bespoke customisation of the Custom Book, you will have lost your right to rely on any cooling-off period.

14. Cancelling and Ending the Contract Because of Something We Have Done or Will Do

14.1 You may have the right to cancel and end the Contract because of something We have done or have informed you that We are going to do. This right to cancel applies in the following circumstances:

14.1.1 We have informed you about an error in the price or description of the Custom Book and you do not wish to proceed;

14.1.2 You have a legal right to end the Contract because We have done something wrong.

14.1.3 There will be a delay in the Custom Book being completed which is wholly down to Our actions. For the avoidance of doubt this excludes delays caused by your or any Contributor.

14.2 If you cancel and end the Contract for any of the reasons set out in this Part 14, the Contract will end immediately, and you will receive a full refund.

14.3 If you wish to end the Contract for this reason, you may inform Us in any way you wish (including by email, post, or telephone). Please state that you want to cancel and end the Contract, providing your name, address, details of your Order and, where possible, your email address and telephone number.

15. Our Liability to Consumers

15.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

15.2 We only supply Custom Books for domestic and private use by consumers. We make no warranty or representation that any Custom Book is fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

15.3 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

15.4 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer.

16. Complaints and Feedback

16.1 We always welcome feedback from Our customers and, whilst We always use reasonable efforts to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

16.2 If you wish to complain about any aspect of your dealings with Us, please contact Us using the contact details provided above in Part 3.

17. How We Use your Personal Information

We will only use your personal information as set out in Our Privacy Policy available on our website – <https://thememoryshed.co.uk/privacy-and-cookies-policy>

18. What Happens if We Transfer this Agreement to Another Party

We may transfer (assign) Our obligations and rights under these Terms and Conditions (and the Contract) to a third party (this may happen, for example, if We sell Our business). If this Occurs, We will inform you in writing. We will ensure that your rights under these Terms and Conditions (and the Contract) will not be affected and Our obligations under these Terms and Conditions (and the Contract) will be transferred to the third party who will remain bound by them.

19. Other Important Terms

19.1 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

19.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

19.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

19.4 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

20. Law and Jurisdiction

20.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

20.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Part 20.1 takes away from or reduces your legal rights as a consumer.

20.3 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

20.4 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.