

# Ulric Publishing Website Terms & Conditions

## Terms | Overview

Welcome to the Ulric Publishing website: [www.ulricpublishing.com](http://www.ulricpublishing.com). On our site we aim to provide you with a simple and enjoyable way to purchase a selection of new and previously owned books and ephemera. We also aim to offer you the best possible level of customer service as well as protecting your privacy.

Access and use of the Ulric Publishing website is entirely at your own risk. The site is operated from the United Kingdom and not intended for use outside this territory.

Some Site users may find written information, images and references on this Site Offensive. Ulric Publishing is not liable for any offense or consequences relating to your access to the Site. Similarly certain data may be forbidden to display, download or distribute publicly in certain countries. It is your responsibility to ensure you are compliant with the laws and regulations in the geographic location where you access the Site.

The terms and conditions (Terms) below govern your use of the Ulric Publishing website, associated services and products supplied by Ulric Publishing. These Terms apply regardless of whatever user device you are using (including desktop, laptop or mobile web browser, digital television, mobile phones, automobile-based personal computers, handheld digital devices, and any other technology whether now known or developed in the future (Network).

You will be deemed to have agreed to be bound by these Terms when you purchase products or services from Ulric Publishing, use, access or browse the Site, register your details with us, subscribe for email or online services, telephone or send an email communication to Ulric Publishing.

For the purposes of these Terms: "Content" includes all or part of any text, graphics, layout, logos, images, audio material, films or other moving images, product details and/or software published or otherwise available on the Site from time to time (including, anything made available for download); "including" and its derivations mean "including, without limitation"; "material" includes all or part of any text, graphics, layout, logos, images, audio material, films or other moving images; and "Trade Marks" means the trade marks, logos and service marks (whether or not registered) displayed on the Site.

## Changes to these Terms

We may change these Terms from time-to-time without prior notification. It is your responsibility to review these Terms regularly as any changes are effective immediately upon posting to the Site. Your continued use of the Site and/or purchase of products and services from Ulric Publishing after changes have been posted will be deemed acceptance of the changes.

## About Ulric Publishing

Ulric Publishing is a mail order company. Ulric Publishing publishes and distributes printed material under the Ulric Publishing name.  
distributes printed material published by other companies & individuals provides publishing-related services licenses the rights for others to publish and distribute images created by Ulric Publishing

## Website

The Ulric Publishing website is operated by or on behalf of Ulric Publishing ("UP", "we" or "our").

**Our rights** Ulric Publishing is under no obligation to supply any information by any method or within any time-frame, including by telephone, email or through the Ulric Publishing website, or to maintain or improve the Ulric Publishing website in any way whatsoever.

Ulric Publishing reserves the right to limit or delete the Ulric Publishing website and/or incoming emails, including emails sent to full and parttime employees, freelance, technical and legal staff with or without prior notice or reason.

## Contact Ulric Publishing | Postal Address

**The Ulric Publishing P.O. Box address is for letters and billing only. We are unable to receive parcels to this address. Please do not send parcels to the P.O. Box number. It is your responsibility to contact Ulric Publishing to establish our receiving address for parcels.**

## Contact Ulric Publishing | Telephone | E-mail

Ulric Publishing is a mail order company only and is unable to receive visitors without prior arrangement.

The Ulric Publishing office is open to receive telephone calls at caller's cost from 9.00hrs-17.00hrs, Monday to Friday.

Telephone: +44 (0) 1694 781354 | Email: [enquiries@ulricpublishing.com](mailto:enquiries@ulricpublishing.com)

The office is closed on Bank Holidays and occasional weeks throughout the year as required with or without prior notification

We generally respond to emails within 3-5 working days. In the event we may have not replied to your email within this time-frame please resend your email: we may have not received your email and/or may be unable to respond due to technical fault(s).

When sending emails to Ulric Publishing we suggest you always include a day-time contact telephone number and your postal address. You are not obliged to provide a contact telephone number.

#### 4. Registration

Access to our email services and to some areas of the Site may be restricted and only available to users who have registered their details with us. You must not use a false name or email or provide any false information nor impersonate another person when registering for use of the Site and our email services. If you have a password for registration, you shall not share or disclose it to any third party, nor allow any third party to use your password to gain access to the areas and services for registered users. We may refuse or remove or suspend your registration at any time.

We do not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any third party details and you acknowledge that any reliance on such information will be at your own risk.

#### 5. Intellectual Property

Ulric Publishing is the owner or the licensee of all intellectual property rights in the Site the Content and the Trade Marks. Subject to these Terms, we grant you a limited, temporary, revocable, and non-exclusive license to access, browse and use the Site (including the Content and Trade Marks) in accordance with paragraph 6 below.

##### 5.1 Photographs & Descriptions

The Ulric Publishing website displays product photographs as part of the Site design these photographs are *conceptual* and not to scale, may be different in colour to the original product: they are not intended to represent –or mis-represent particular products.

Where Product photographs are displayed on the Site as a means to provide a visual guide for a given product for sale, these photographs may not be to scale, may show distorted and/or colour variations to the product.

In addition to product photographs we write product descriptions with the intention of providing accurate product information. Descriptions may include both objective and subjective information. Any subjective information, for example the condition for a given book is our opinion only. We aim to ensure objective information for example product size and weight is as accurate as possible.

Where descriptions are made to such terms such as 'gold' 'silver' and/or 'platinum' these terms are intended as descriptions only and are not a confirmation for material content by way of example where reference is made to a book with a gold pages, the pages are gold in *colour* only.

#### 6. Access and use of the Site

You may use the Site for personal non-commercial use only. You may only download and print extracts of the Content for your own personal non-commercial use. In the event you may wish to publish and distribute information from the Ulric Publishing website please contact Ulric Publishing.

You may *not*:

- (1) download or print any Content or extracts in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the Content from the Site; nor
- (2) reproduce, republish, modify, archive, distribute, store, archive or commercially exploit the Content without our prior written consent;
- nor (3) modify or adapt or create derivative works of the Content; nor
- (4) utilise links to this website received as part of a paid-for media monitoring service; nor
- (5) systematically forward links to this website within a business or outside a business for business purposes; nor
- (6) copy or extract data from this website by means of robots, spiders, crawlers or other automatic devices or by any manual process used to systematically extract or copy web content.

Any such use of this website or the content is prohibited without an appropriate license.

If you wish to syndicate or license any Content from the Ulric Publishing website, please telephone or send an email.

At all times when you are accessing, browsing, using or registering for use of the Site, you must do so lawfully and legitimately and without infringing or restricting anyone else's rights or use and enjoyment of the Site. In particular, you must not use the Site in a manner or upload any material or link to any material which is false, fraudulent, inaccurate or misleading, obscene, offensive, defamatory, abusive or in breach of any third party rights (including intellectual property rights).

At any time without notice and in our absolute discretion, we may permanently or temporarily terminate, suspend or deny your access to the Site. At any time without notice and in our absolute discretion, we may remove or edit any Content on the Site. To the fullest extent permitted by law, in both cases none of Ulric Publishing staff, its directors, employees or other representatives have any liability to you whatsoever for any loss or damage arising from such removal or editing or any restriction or hindrance to your use of the Site, email services or password(s).

#### 7. Submission of Materials

In submitting Material to Ulric Publishing you agree:

- (1) to any moral rights in the material submitted;
- (2) that we may disclose your identity to any third party making any claim or assertion of any kind in relation to your material; and
- (3) that we may monitor your use of the Site and any communications made via the Site.

In submitting material to us, you warrant that any material you submit:

- (4) is your own original work (created by yourself), and that you own the copyright and any other relevant rights and/or(5.) you have the rights to reproduce and distribute the material and/or to allow others to reproduce and distribute the material.

(6) is not obscene, threatening, menacing, offensive, defamatory, abusive, in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or otherwise in breach of or violates any applicable law or regulation or code,

and you shall indemnify us and keep us fully indemnified against any third party liabilities, claims, costs, loss or damage we incur as a result of publishing material you submit to us, including consequential losses.

We may choose to publish or not publish any material you submit to us and exercise our rights in relation to that material in our absolute discretion.

Any contracts to Publish and distribute manuscripts by way of example for books including digital and paper works will be in writing with terms agreed and signed by Ulric Publishing and the author or rights owner of the Work before publication or distribution commences.

We accept no liability for any content submitted by you or other users and third parties. We do not vet or pre-screen any material that you or other users and third parties have submitted to the Site, however we reserve the right to remove, at any time and without reason or prior notice or any liability any material submitted by you or other users and third parties.

## **8 Publication & Distribution of information**

Where Ulric Publishing acts as the distributor for material created by others (including printed books) Ulric Publishing is not liable for any copyrighted vested in the material. It is your responsibility to establish and confirm copyright clearance with Ulric Publishing before Ulric Publishing proceeds with publishing the material.

In the event content published and distributed by Ulric Publishing is deemed to be unlawful please advise immediately by telephone (at callercost) and in writing.

## **9. Data Protection and Privacy**

Full details of the way in which we use cookies on the Site and how we hold and process information from which we can identify you or any third party are set out in the Ulric Publishing *Privacy & Cookie Policy*.

## **10. E-Commerce**

Most of the online sales and other e-commerce services available via the Site are provided either by us as an agent for third party suppliers or directly by third parties via websites that are framed on the Site. For some goods and services, however, we act as principal meaning that the resulting legal contract for the goods or services in question will be made directly between you and Ulric Publishing. Where we act as principal, specific terms and conditions will apply to any resulting online sales and these will be drawn to your attention before the sale is complete. Where we act as agent for third party suppliers or where we frame third party websites, the following applies:

(1) the contract for the goods or services in question will be made directly between you and the relevant supplier. In most cases this will mean that there will be separate terms and conditions governing the contract as each supplier will have its own terms and conditions relating to the supply of those goods or services. Please make sure that you have read the relevant supplier's terms and conditions before completing your transaction. You can obtain a copy of the relevant supplier's terms and conditions by contacting the supplier directly; and

(2) Ulric Publishing has no contractual liability to you in respect of the goods or services provided by the third party supplier. We may, however, still be liable to you if we have been negligent, if we have misrepresented important information or if we have been in breach of any other relevant law.

## **10. Third party links**

The Site may contain hypertext links to third party websites. We are not responsible for, nor do we endorse in any way such third party websites or their content. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk.

## **11. Advertising and Sponsorship**

Parts of the Site may contain advertising and sponsorship. Advertisers and sponsors are solely responsible for ensuring that material submitted for inclusion on the Site complies with all legal and regulatory requirements and does not contain any material which is objectionable including, without limit, information which is defamatory, obscene, threatening or untrue. We are not responsible for any such material or any error or inaccuracy contained in such material and any issues which you may have should be raised directly with the relevant advertiser or sponsor and copies of your communication sent by email and recorded post to Ulric Publishing.

For more information about placing advertising or sponsorship on the Site please contact Ulric Publishing. (separate terms and conditions apply).

Ulric Publishing web site may contain contextual affiliate links from which we may potentially earn revenue. However, the content of our articles are never influenced by advertisers or an affiliate, nor are they written for the purpose of promoting a product or service.

## 12. Discounted Product & Services

From time-to-time we may offer products for sale at a discounted price. Any such discounts are limited by time and value and subject to additional terms and conditions that will be made available to you at the relevant time.

## 13. Exclusions and limitations of liability

All information and/or data on the Site is provided on an "as is" basis. Save to the extent required by law, no representations, warranties or terms of any kind are made (or shall be implied by statute or otherwise) in respect of the Site or the Content, including, without limitation, warranties of satisfactory quality, conformity to contract, accuracy, adequacy, conformity to description or fitness for any particular purpose.

Ulric Publishing is not authorised by the *Financial Services Authority of England*. The information and/or data on the Site is provided by us and our data providers for your general information only and use and is not intended for trading purposes or to address your particular financial or other requirements. In particular, the information and/or data on the Site:

- (1) does not constitute any form of advice (financial, investment, tax, medical, legal or otherwise); and
- (2) does not constitute any inducement, invitation or recommendation relating to any of the products listed or referred to; and
- (3) is not intended to be relied upon by you in making (or refraining to make) any specific investment or other decisions; and
- (4) has not been issued or approved by Ulric Publishing for the purposes of section 21 of the *Financial Services and Markets Act 2000* (as amended from time to time).

Appropriate expert independent advice should be obtained before making any investment or other decisions.

Neither Ulric Publishing nor any of its data providers or affiliates gives any warranty or guarantee relating to availability of the Site or that the Site and/or our operation of it, the Content or the server that makes the Site available are error or virus free or free of other harmful components or that your use of the Site and/or the Content will be uninterrupted.

You agree that Ulric Publishing, its directors, employees, agents or other representatives, data providers or affiliates will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances for any amount or kind of loss or damage (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any anticipated loss of profit, loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages of any kind) that may result to you or a third party arising from or connected in any way to:

- (1) interruption of business; or
- (2) access or other delays, terminations, suspensions, denials or access interruptions to the Site; or
- (3) data non-delivery, data mis-delivery, data corruption, destruction of data or other modification of data; or
- (4) third party website links on the Site; or
- (5) reliance on the information contained on the Site; or
- (6) computer viruses, system failures or malfunctions which may occur in connection with your use of the Site; or (7) any inaccuracies, omissions or misleading, false or deceptive statement in the Content; or
- (8) events beyond our reasonable control.

Notwithstanding any provision of these Terms, Ulric Publishing does not exclude or limit its liability for:

- (1) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (2) fraudulent misrepresentation; or
- (3) any liability which it is not lawful to exclude either now or in the future.

## 14. Indemnity

You will indemnify and will keep indemnified Ulric Publishing and its data providers and affiliates on demand against all claims, costs, proceedings, demands, losses, damages, expenses (including legal expenses) or liability whatsoever arising directly or indirectly as a result of:

- (1) any breach of these Terms by you; or
- (2) your fault, negligence or breach of statutory duty; or
- (3) your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure (whether owned by, leased or licensed to us) or that of any of our Suppliers.

## Ordering Products & Services

## Acceptance

We will be pleased to receive your order for products and/or publishing-associated services to be sold in accordance with these terms, at the price described on this web site.

No binding contract is created until your order has been accepted.

Acceptance of your order shall take place when your credit card is debited or other payment is cleared, by way of example bank transfer payment received in 'cleared funds' and Ulric Publishing has reviewed the order.

## Availability

Receipt of your order does not guarantee that we can supply the selected products. All the products on the Ulric Publishing web site are subject to availability and we reserve the right to supply only part of an order or to divide up orders.

We reserve the right to cancel your order with or without prior notification and refund at anytime. We also reserve the right to alter the availability and duration of, and to terminate at any time with or without prior notification, any special offers.

## Shipping & Delivery

Ulric Publishing will use all reasonable endeavours to ensure that purchases are delivered promptly but we cannot guarantee that there will be no such delays in delivery. We accept no liability or responsibility for delayed delivery, loss or damage of products however such delay, loss or damage may be caused.

Any method(s) of delivery and/or courier we may use or propose to use to ship your order is not a recommendation for the method of delivery and/or courier.

It is your responsibility to ensure you evaluate alternative methods for shipping and/or alternative couriers *before* paying for your order

You are also responsible for providing (correct) delivery address for your order . We are unable to deliver to P.O. Box numbers.

You are also responsible for establishing if you require in-transit insurance for your order this being additional insurance to that which may or may not be provided as part of the shipping of your order.. We may suggest in-transit insurance options and provide guidance of in-transit insurance. Any information we may provide is guidance only and not a recommendation.

## Prices & Payment

Prices listed against products for sale on the Ulric Publishing website do not include packaging, shipping or in-transit insurance costs. Prices are subject to change at any time prior to acceptance of your order and in case of a change we shall notify you and ask you whether you still wish to proceed. Payment shall be made by credit card, debit card, Sterling cheque (made payable to Ulric Publishing), bank transfer or other such form of payment as shall be specified on the Ulric Publishing website or confirmed in writing directly to the purchaser by Ulric Publishing. You will be advised of the total cost you will need to pay to buy the products you have ordered (by way of example the amount to be debited from your Credit Card) before we process your card to activate the payment. This sum will include charges for packaging, shipping and in-transit insurance if you have requested in-transit insurance. In the event you do not agree with the sum we propose to debit from your Credit Card please advise as-soon-as-possible.

The minimum fee for postage & packaging is £6.00 GBP Pounds Sterling.

## 15. General

Any contractual or legal relationship between you and Ulric Publishing will be concluded in English.

All notices shall be given to us by registered post to our P.O. Box address and email at [enquiries@ulricpublishing.com](mailto:enquiries@ulricpublishing.com) or, to you at either the e-mail or postal address you provide during the registration process (if any).

Notice will be deemed received 24 hours after e-mail is sent or 3 days after the date of posting.

These Terms (together with any variations to them pursuant to section 2) form the entire agreement between the parties concerning your access to, browsing and/or use of the Site and supersede all prior agreements, arrangements, understandings and representations made between us (whether written or oral) concerning the Site.

The license granted in section 4.2 above is personal to you and may not be assigned, transferred or sub-licensed (in whole or in part) without our prior written consent.

Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind between us or to authorise either of us to act as agent for the other, and neither of us shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

If the whole or any part of any provision of these Terms is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from these Terms and rendered ineffective so far as is possible without modifying the remaining provisions of these Terms and shall in no way affect the validity or enforceability of any other provisions.

No waiver by Ulric Publishing any breach of these Terms shall constitute a waiver of any other prior or subsequent breach and Ulric Publishing shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any of your obligations.

The rights and remedies of Ulric Publishing under these Terms are independent, cumulative and without prejudice to its rights under the law.

These Terms are not intended to create and shall not create any rights, entitlements, claims or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

These Terms and/or your use of the Site shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction over any dispute which may arise.

**Ulric Publishing Terms & Conditions  
Website**

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Please contact Ulric Publishing to establish our address for receiving parcels.**