



# TERMS AND CONDITIONS

## THE WRITER'S JOURNEY TERMS OF SERVICE

### OVERVIEW

The Writer's Journey operates this website. Throughout the site, the terms 'we', 'us' and 'our' refer to, The Writer's Journey, 289 Longcross, Lawrence Weston, BS11 0NE. The Writer's Journey offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our 'Service' and agree to be bound by the following terms and conditions ('Terms of Service', 'Terms'), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all site users, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.



Any new features or tools added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## SECTION 1 – GENERAL CONDITIONS

Once a written acceptance of the proposal and these terms and conditions have been sent, work will be carried out and is thereby legally due to be paid for. Invoices will be provided by The Writer's Journey upon completion of work and are sent via email. In the extreme circumstance of you not having an email address, a printed invoice will be sent out to you. Invoices, either electronic or printed, which remain unpaid for a period of 30 days after the date of the invoice will be considered in default unless alternative arrangements have been discussed.

Customers in default agree to pay reasonable expenses, fees and costs incurred by The Writer's Journey for collection by third-party agencies enforcing these terms and conditions.

You understand that your content, not including payment information, may be transferred unencrypted and involve:

- Transmissions over various networks.



- Changes to conform and adapt to technical requirements of connecting networks or devices. Payment information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use the Service, or access the Service or any contact on the website through which the Service is provided without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

We reserve the right to refuse service to anyone for any reason at any time.

## **SECTION 2 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify this site's contents at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.



## SECTION 3 – MODIFICATIONS TO THE SERVICE AND PRICES

All requested work will be quoted before being carried out. All work is subject to written acceptance of the proposal, upon which payment is due for agreed services provided. Costs are due in full once invoiced for and can be discussed with us. Discounts may be given at our discretion.

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service, or any part or content thereof, without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## SECTION 4 – SERVICES

We reserve the right but are not obligated, to limit our Services' sales to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services that we offer. All descriptions of services or pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any Service at any time. Any offer for any Service made on this site is void where prohibited.

We do not warrant that the quality of any services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.



## SECTION 5 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. In our sole discretion, we may limit or cancel quantities purchased per person, household or order. These restrictions may include orders placed by the same customer, the same payment information, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made with The Writer's Journey. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates so that we can complete your transactions and contact you as needed. For more details, please review our [Cancellation and Refund Policy](#)

## SECTION 6 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools 'as is' and 'as available' without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion, and you should ensure that you are familiar with and



resources. Such new features and/or services shall also be subject to these Terms of Service.

## SECTION 7 – THIRD-PARTY LINKS

Certain content and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of services, resources, content, or any other transactions made in connection with any third-party websites. Please review the third-party's policies and practices carefully and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## SECTION 8 – PERSONAL INFORMATION

Our Privacy Policy governs your submission of personal information through the store. For more details, you can review our [Privacy Policy](#).



## SECTION 9 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally, information on our site or in the Service may contain typographical errors, inaccuracies, or omissions that might relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## SECTION 10 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- For any unlawful purpose.
- To solicit others to perform or participate in any unlawful acts.
- To violate any international or provincial regulations, rules, laws, or local ordinances.



- To infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- To submit false or misleading information.
- To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet.
- To collect or track the personal information of others.
- To spam, phish, pharm, pretext, spider, crawl, or scrape.
- For any obscene or immoral purpose.
- To interfere with or circumvent the service's security features or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 11 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.





We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. All services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall The Writer's Journey, or the director be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the services procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some provinces or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, our liability shall be limited to the maximum extent permitted by law in such provinces or jurisdictions.



## SECTION 12 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless The Writer's Journey and our directors harmless from any claim or demand, including reasonable legal fees, made by any third party, due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

These terms apply to any documentation where The Writer's Journey has provided information on improving your writing. Any document and the ideas within it are copyright of and licensed by The Writer's Journey at the time the document was sent. The ideas expressed within any document provided by The Writer's Journey must not be implemented without direct permission from or further discussion with The Writer's Journey.

Even if a proposal or report states, either by email or within the document, that the proposal or report is free, the ideas expressed within a proposal or report are not free for commercial use, you must obtain permission from Daniella May Little of The Writer's Journey to use such ideas.

This includes implementing the changes internally or passing the information to a third-party to implement the ideas for you or on your behalf. In the event that the ideas in any document provided by The Writer's Journey are implemented or passed to a third-party without discussion with, or permission from, The Writer's Journey, a flat fee of £750 will be charged, which you will be liable to pay. This covers the cost of five days work, chargeable at £30 per hour for 5 hours per day. This full cost will be payable regardless of the amount of time taken to create the plagiarised work. You will be invoiced for the full amount, due within 30 days of the invoice date.



## SECTION 13 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## SECTION 14 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. Requests for terminations of services must be given as a written notice by the customer and will be effective upon receipt of the request. Requests made online or by telephone may be accepted in certain circumstances. The customer will be invoiced for any work completed up to the requested termination date and is required to pay within 30 days. These terms apply even after services have terminated, and failure to pay any outstanding fees at the time of termination will result in your invoices being defaulted. In the event of services with The Writer's Journey concluding, a zip file of your assets will be provided, upon request.

If in our sole judgment you fail, or we suspect that you are unable to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services, or any part thereof.



## SECTION 15 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us, including, but not limited to, any prior versions of the Terms of Service.

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## SECTION 16 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of The United Kingdom of Great Britain and Northern Ireland.

## SECTION 17 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any



part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **SECTION 18 – CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [Info@thewritersjourney.co.uk](mailto:Info@thewritersjourney.co.uk)

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