

CLASSIC MONSTERS TERMS AND CONDITIONS

Revised 2018

PRIVACY POLICY

Classic Monsters are committed to protecting your privacy. We use the information we collect from your browsing and shopping experience here, as well as information you provide when signing up to our email communication list ('Personal Information') to process orders, and we will only use the information we collect about you lawfully (in accordance with the General Data Protection Regulation). Please read on to learn more.

What Personal Information do we collect?

When you order we need to know your name, shipping address and email address. Your credit or debit card number, expiry date, security code and other credit / debit card details will not be held by either Classic Monsters or Stripey Media, but will be held securely by PayPal and are subject to PayPal's own security and privacy policy. This Personal Information allows us to process the order.

What will we use your Personal Information for?

Classic Monsters is committed to providing a service and bespoke range of products for those interested in such. You will only ever receive relevant information regarding either classic horror films or our classic horror film products.

We will only ever use your Personal Information to send you marketing communications about our own products or horror movie information provided by the Classic Monsters encyclopaedia website. These communications will only come in the form that you have agreed to receive.

If you place an order through the Classic Monsters website your Personal Information will be used by PayPal to process your payment, and by Classic Monsters to process your order.

Customers can unsubscribe at any time using the link provided in electronic marketing communications.

How do we protect your information?

The personal information we hold will be held securely in accordance with our internal security policy.

Do we use cookies?

Yes, we use cookies to enable a better shopping experience. Cookies are small pieces of information stored locally on your computer by your browser. We use cookies to enable you to hold the content of your shopping basket between visits; we do not store any personally identifying information in these cookies.

Do we use non-essential cookies?

This website uses the following non-essential cookies:

Google Analytics cookies

These cookies are used to collect information about how visitors use our site. The cookies collect information in an anonymous form, so we don't know who is using our site. We use

the information on how people use our website to compile reports and to help us improve the site. You can go to <http://www.google.com/analytics/learn/privacy.html> to find out more about Google Analytics cookies and how to opt out of them.

Will we sell or share your information?

Classic Monsters does not sell or rent any information about their customers - it's as simple as that. We will not forward your details on to any third party at any time.

How can you update the Personal Information we hold?

Each e-mail we send you offers you the opportunity to amend these preferences, or you can ask us to do this by emailing admin@classic-monsters.com

If you would like to revise the information provided to us at any time, or feel what we currently have on record is incorrect, you may update the information by emailing admin@classic-monsters.com

You have the right to obtain from us an electronic or paper copy of all Personal Information concerning yourself, or to speak to a Classic Monsters representative on any matter, by emailing admin@classic-monsters.com or writing to Classic Monsters, 66 North Albert Street, Fleetwood, Lancashire, FY7 6AR, United Kingdom. If you decide not to use our services any further or to instruct us to cease using your Personal Information as contemplated in this Policy, and notify us either in writing or by email as mentioned above, we shall destroy any retained Personal Information.

Use and disclosure of Personal Information

If you contact us we reserve the right to keep a record of that correspondence and incorporate the information it contains into our database.

If we are required by law or requested by the police or a regulatory or government authority investigating potentially illegal activities to provide information concerning your activities whilst using the network we shall do so. We may also disclose Personal Information to appropriate third parties to assist in anti-fraud checks and investigations.

How we protect information

We take every precaution to protect your information. To this end all Personal Information stored by us is kept on servers in a secure environment. Save as agreed by you for marketing purposes, only employees and approved contractors/developers we may appoint from time to time, and who need the information to perform a specific job, are granted access to personally identifiable information.

Regular security reviews are held by us to ensure that the site remains safe and secure for your protection.

Users under 18

If you are under 18, please ensure that you obtain your parent/guardian's consent beforehand whenever you provide Personal Information to the website. Users without such consent are not allowed to provide us with Personal Information.

GENERAL TERMS

The owner of this website is Classic Monsters which is a trading style of Stripey Media Limited whose registered address is 5 Crescent East, Thornton Cleveleys, Lancashire FY5 3LJ, whose company number is 08511049. Stripey Media Limited is registered in the UK for VAT and the registration number is 161746700.

Classic Monsters may change or withdraw any part of the website, or may refuse you access to the website at any time if we consider it necessary.

Use of Classic Monsters and these terms are subject to the laws of England and the jurisdiction of the English Courts.

Except in respect of a payment obligation, neither you nor Classic Monsters will be held liable for any failure to perform any obligation to the other due to causes beyond your or Classic Monsters's respective reasonable control.

You acknowledge that as between us and you, all intellectual property rights in Classic Monsters products and / or any part of them are owned exclusively by us throughout the world for the full period of copyright except as stated otherwise.

Disclaimer

Classic Monsters have the right to change prices and specifications without prior notice. Product pictures and particularly colours are as accurate as the website allows. Cover designs may be changed prior to actual publication.

Availability of our website

We will try to make our website available but cannot guarantee that our website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

We will do our best to ensure that all materials and information published on our website are accurate, but please note that all content, materials and information on our website are provided on an 'as is' basis and you assume total responsibility and risk for your use of our website and use of all information contained within it.

Classic Monsters will do our best to correct errors and omissions as quickly as practicable after being notified of them.

All pre-order dates are approximate, although every attempt will be made to publish titles on, or as near to, dates provided as possible.

Our website is available in UK English only by default, and we cannot take responsibility for any errors or omissions if it is translated by browser software or other means.

Ordering

Payment for your order is taken in full at the time of placing it. Any pre-order items are clearly identified as such on the website and expected shipping times are provided.

Should an expected shipping time change, this will be updated on the website and you will be contacted with the updated information. Should you wish to cancel at this time, you will be entitled to do so and receive a full refund.

Subscriptions to Classic Monsters of the Movies magazine are charged for four quarterly issues plus shipping. If any or all of the items within your chosen subscription period are in stock, these will be dispatched immediately. All subsequent issues covered by a subscription will be dispatched as soon as they are published. Publication dates for advance subscriptions are listed on the website.

Classic Monsters may cancel any sale and not supply products if it is reasonable to do so and may change or discontinue the availability of products at any time at our sole discretion. If an order is cancelled, any payment made for the products will be refunded in full. This does not affect your statutory rights.

We always try to make sure that the prices on the website are accurate but errors may occur. If we discover an error in the pricing of the products in your order we will inform you as soon as possible using the contact details you supply us with. We will then give you the option of reconfirming your order at the correct price or cancelling it. (If we are unable to reach you we will treat the order as cancelled). If an order is cancelled, any payment made for the products will be refunded in full.

By default, all prices listed are in GBP. A currency converter is available on the site offering prices in USD and EUR, but please note this is an approximate guide and accurate currency conversion will be carried out by PayPal at the time of completing your order.

Classic Monsters is entitled to refuse any order placed by you.

All free gifts are offered on a discretionary basis and where the stated gift is no longer available, an alternative of equivalent value will be offered.

Liability

Classic Monsters does not accept liability (except as set out in these terms and conditions) for any errors and omissions and we reserve the right to change information, prices, specifications and descriptions of listed goods, products and services.

You will be responsible for any breach of these terms by you and if you use Classic Monsters in breach of these terms you will be liable to and will reimburse Classic Monsters for any loss or damage caused as a result.

These terms do not affect your statutory rights as a consumer which are available to you.

We shall have no liability (including liability for negligence) for the acts or omissions of telecommunications service providers or for failures of, or faults in, their networks and equipment.

Our liability to you in the event of any item(s) being lost in dispatch by us shall, at our discretion, be limited to replacement of the missing item(s). We will deliver the item(s) to you using reasonable care and skill and within a reasonable period of its / their publication. To the extent permitted by law, we exclude all other liability to you.

Contract Formed

When taking out a magazine subscription and paying for this, you are entering a legal binding contract and your contract is formed.

We reserve the right not to accept or process or fulfil the order, and a validation check will be carried out by us to check your identity and the bona fides of the order. If, for any reason, we are unable to process payment authorisation by your card issuer, or if we are unable to accept the order, we will notify you.

DELIVERY

We will make every effort to deliver your order within the time stated but we will not be liable for any loss caused to you by late delivery.

You agree that we are not responsible if you have given us the incorrect address for delivery. You also agree that we will not refund the cost of any item(s) sent that is / are delivered to the incorrect address given. We ask that you notify us immediately if you move address so that we can update your delivery details. You accept and understand that changing your delivery address in your user account, should you have one, will not update the address for existing orders.

UK orders are usually delivered within 7 working days of ordering and worldwide orders are usually delivered within 8 to 15 working days, but we ask that you allow 28 calendar days before querying an order.

Incorrect personal details may lead to problems or delays in delivery, so before placing your order, please ensure that you have included full address details both on the Classic Monsters website and in PayPal, so we can notify you in the event of a delivery problem.

Tracked shipping is not offered as standard. However, if you would like your item(s) shipped in this way then please contact us prior to placing your order, for a bespoke shipping quote.

Delayed Delivery / Non-Delivery

We will not be held liable for any delay of delivery or non-delivery of any item(s) as a result of the following circumstances.

- (i) Where payment has been refused via your card issuer and / or we are unable to process payment.
- (ii) Where a delay or failure to publish is due to unforeseen circumstances out of our control, or the control of our agents. This includes, but is not restricted to: postal strikes, labour disputes or malicious damage involving employees, strikes, legislative constraints, failure of transport infrastructure, failure of telecommunication links, utilities failure, fire, flood, government act, act of God.

Cancellations

We endeavour to provide the best customer service possible. Should anything go wrong, we will make every effort to resolve the issue. However, should the problem be unsolvable, please contact us.

Where a Classic Monsters of the Movies magazine subscription is ordered and a contract formed (see 'Contract Formed' above), cancellations are not permitted until the end of the subscription period, not is part cancellation or reimbursement of cost of issues not yet sent to you. However, we allow an initial cancellation period of subscription within 14 days of formation of this contract. You will need to write to our customer services team using the contact form on our website, providing your order number and the reason for cancellation. You will receive a full refund, made in sterling. You may be charged a fee by PayPal or your card provider to convert this back to your local currency.

If you decide to cancel an order after the products have been despatched and commenced their carriage to you by carrier or post, we may charge you for the carriage of those products. We advise you check the status of the order before you request cancellation. Any charges will be communicated to you before we confirm the cancellation.

Once Classic Monsters receive notification from you that you wish to withdraw from the contract (in accordance with these terms), any sum debited to Classic Monsters from your credit card in relation to your order will be re-credited to that credit card account as soon as possible and in any event within 30 days of your order provided that the goods you wish to return are received by Classic Monsters in the condition that they were in when delivered to you. You will be liable for any charges incurred in returning the goods to Classic Monsters.

This does not apply to printed products which are not returnable unless damaged.

Returns

You may return any delivered products you have purchased, other than a printed product such as a magazine or book, within 14 days of delivery for any reason. To do so you must notify us within 14 days after you receive the item(s).

Once a return has been initiated in writing, you must return the goods within a further 14 days. Once we have received the returned item(s), you will be refunded within 14 days.

If:

- the product delivered is not what you ordered (including an unapproved substitute product), or does not correspond with its description;
 - the product delivered is not of a satisfactory quality,
 - the product arrives damaged or faulty
- and you have notified us within 14 working days, we may replace the item or affected parts or you may cancel the order and receive a full refund.

While in your possession, you must keep any products you intend to return to us in good condition. Products must be returned in the same condition as they were delivered. Care must be taken to ensure the return products are packed well to avoid damage or loss of parts in transit.

You will be responsible for the returned products until they reach us. All shipping costs associated with returns other than for faulty or damaged items must be borne by the customer.