

# Terms and Conditions

**We know terms and conditions are not the most interesting thing on the planet, but they are important so please do read them.**

The terms and conditions below govern the use of this website and the sale of our goods. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. **If you do not agree to these terms of use, please refrain from using our site.** When you place an order via this site, you are agreeing that you have read and understood all these terms and conditions, and that you will be bound by them.

## INFORMATION ABOUT US:

- Rooftop Post is a small, family business, which exists entirely online. We are not based in any one place and our printable resources, including our letters, are designed and made at different locations. However, all our contributors are based in the north of England.
- **You can email or phone us using our [contact page](#).**
- If you wish to write to us offline, you can do so at: 2 St Marys Sq, Honley, HD9 6BA However, please bear in mind that this is not a place of business but a family home. You can address your letter to our founder, Ms L Betts. If you want a quick response though, please [stick to email or phone](#).

## SHIPPING & DELIVERY:

- To get your Father Christmas letters in time for Christmas, you need to order on or before **[11th December 2016 for orders going to UK](#)** addresses. For addresses outside the UK, you need to order on or before **[2nd December 2016](#)**. **We cannot guarantee that letters will arrive before Christmas if ordered after these dates.**
- All items are despatched using the UK postal service Royal Mail within 5 business days of a customer placing an order. However, we may postpone dispatch if we do not have all the information necessary to complete your order – this is particularly true of personalised items, for which we need the recipient's name.
- All items are sent as [ordinary First Class](#) post, [Royal Mail Signed For® 1st Class](#) or, to addresses outside the UK, via [Royal Mail's International Standard](#) service (airmail).
- Although we make every effort to ensure you receive letters from Santa in time for Christmas, please be advised that once letters have been despatched we rely wholly on postal services and will not be held liable for delay of delivery due to events such as postal strikes, bad weather, national holidays or any other matter beyond our control.

## CURRENT SHIPPING CHARGES:

- First Class delivery to addresses within the UK starts at £1.50. The exact shipping charge you need to pay will be calculated in the shopping cart and you will be able to see what deliver will cost before you pay. There are different charges to ship to countries outside the UK, prices start from £2.80.
- In the event that Royal Mail increases any of its postage prices, we reserve the right to change our advertised prices should we deem it necessary to do so.
- **Who should you write to concerning delivery problems?**  
We hope you have a problem free shipping experience, but if you do encounter difficulties or your order doesn't arrive, you can use the [contact page](#) on this site to get in touch, making sure you give us a contact telephone number in case we need to call you.
- We will do what we can to help you recover your goods or, if necessary, we may offer you a replacement or refund, though this depends on the specific circumstances.

## PRIVACY & SECURITY

### TYPE OF INFORMATION WE COLLECT:

- You should be aware that when you buy or order products from Rooftop Post, we usually collect some information about you. The usual types of shopper information we collect are names, postal addresses, phone numbers and email addresses.
- When you order letters, we may also collect additional information such as the P.S. that you want us to add to a letter to personalise it. (Whether or not a P.S. you have asked us to add includes personal details is up to you, as you are the one who composes it.)
- When you visit our website we may also collect your IP address and information about which pages you have visited.

### USE OF COOKIES:

- Cookies are little data files which your computer stores when you visit websites. We need to use cookies on our site so that it can perform a number of tasks. For example, when you add items to your shopping basket, it is a cookie that “remembers” what you have put there. You can disable cookies in your browser, but without them you will not be able to use our website properly or purchase items from us.
- As well as using cookies to allow our website to work, we also participate in “Google Adsense”, which means that third party vendors, including Google, use cookies to serve ads based on a user's prior visits to the Rooftop Post website. Google uses the [DoubleClick cookie](#) to enable it and its partners to serve ads to you via our site based on your visit to us and/or other sites on the Internet. You can opt out of the use of the

DoubleClick cookie for interest-based advertising by visiting the [ads preference manager](#). Alternatively, you can opt out of a third-party vendor's use of cookies for interest based advertising by visiting [aboutads.info](#).

- In accordance with the EU directive known informally as the “EU cookie law”, you will be asked whether or not you will accept cookies when you first visit our site.

#### **USE AND STORAGE OF INFORMATION:**

- We use the information we collect to complete your order, or to get in touch with you should that prove necessary.
- We do not share information about you with outside parties except to the extent necessary to fulfill a given order.
- We keep certain information about your order and your previous orders in our database. We have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. We constantly attempt to stop any unauthorised access and to maintain data accuracy. If you want to know what information we have about you, you have the right to ask us to supply it.

#### **CREDIT OR DEBIT CARD INFORMATION:**

- We do not collect any credit or debit card information ourselves. All customers pay us via PayPal. [You can find out more about PayPal's terms and conditions here.](#)

#### **OUR COMMITMENT TO CHILDREN'S PRIVACY:**

- **At Rooftop Post, we do everything we can to protect the privacy of the children letters are ordered for.** For this reason, we insist that a parent or guardian's name is given for the address a letter is to be sent to, and our records are organised using the shopper's name as primary reference. Giving us children's surnames is optional, and you should understand that you do so at your own risk.
- **Protecting the privacy of the young is something we take very seriously, and we do not answer any emails or other messages which we think may be from someone under 18.**
- If you have further questions or concerns about your privacy, please [contact us](#).

## **RETURNS & REPLACEMENTS**

#### **FAULTY GOODS**

- We would be very upset to think we had provided anyone with faulty goods! Should goods purchased from us be found to be faulty, you should [let us know](#).
- **You do not have to send faulty goods back**, please throw them away. We will refund the price you paid for them or replace your goods as required. No quibbling.

## YOUR RIGHT TO RETURN

- You can cancel the purchase of products or services within 14 days of delivery or 28 days of placing your order. You do not have to give a reason for cancelling, but if the goods are not faulty, we do need you to send them back. Please note that we run our business in accordance with the [Consumer Contracts Regulations](#), (which have now replaced the [UK's Distance Selling Regulations](#)).
- You should return items within 14 days of cancellation.
- You will get a refund within 14 days of us getting the goods back, or you providing evidence of having returned the goods (such as a proof of postage receipt), whichever is the sooner.
- If you wish to cancel your purchase and return an item (or items), please print out [this form](#), fill it in, sign it and send it to us, along with the item(s) you are returning. Please post your completed [returns form](#) and the item(s) you are returning to: 2 St Marys Sq, Honley, HD9 6BA United Kingdom.
- Please note that although we will refund the cost and shipping charge of goods you have decided to send back, unfortunately, we cannot refund your return postage costs. The exception to this is if the goods are faulty – in which case we do not ask you to return them to us (detailed above).

## ORDERING

- Orders can be placed via our website's online shop.
- Obviously, we are keen to get orders personalised, packed and posted as soon as humanly possible, but to be on the safe side, we must recommend the following, to avoid disappointment: All UK customers should order by the 11th of December at the very latest if they want their items to arrive in time for Christmas. Christmas customers from outside the UK should order by the 2nd of December. Please be aware that the length of time it takes for letters to be delivered may vary significantly, depending on which country they are being sent to. Whilst we will dispatch your letter within 5 days of receipt of payment, we cannot guarantee delivery of it within a specific time frame. This is due to our reliance on postal services as outlined below under the heading "Delivery".
- Up to two children's names may appear on one letter. We will sometimes try to add more if you have asked us to do so, but we reserve the right to cancel your order if we cannot fit them on the letter or envelope. Please note that too many names may result in a "squashed" look.
- To place an order for any product you must be over 18 years of age.
- When you order a personalised letter, please be aware that it is our policy not reproduce any type of adult content. This includes swear words, lewd comments, threatening language, or anything else that we consider to be inappropriate for children. If we receive an order with adult and/or inappropriate content in it, we will cancel it immediately and refund your payment. Thank you for keeping this in mind.

## PAYMENT & PRICING

- Full payment will be taken from you via [Paypal](#) at the time of ordering. All prices and payments are in pounds (£) sterling (GBP). If you are an international customer, your credit or debit card company will exchange the charged amount to the currency of your country at the current exchange rate.
- Rooftop Post reserves the right to change any advertised price prior to your placing an order. In the event of such changes you will be notified before any payment is debited from your account. Your contract, and therefore our acceptance of your order, will not be deemed concluded until we have received your payment.
- You will know that we have accepted your order as soon as you receive a confirmation email containing your order details. We would also like to make you aware that we are entitled to refuse any order and refund any payment.

## PAYMENT PROVIDERS

- All payments are taken via [PayPal](#) which provides its own secure online payment environment. We do not handle your credit or debit card details ourselves.
- We do not accept cheques or postal orders and you cannot order by telephone.

## STATUTORY RIGHTS

- As a British business, Rooftop Post is subject to operation in accordance with UK Law. Any contract will be interpreted and enforced in accordance with the laws of England and deemed to have been concluded within the UK. Please be aware that by submitting your order to Rooftop Post you are confirming that you have read, understood and accepted all the terms and conditions set out above. As a statement these Terms and Conditions do not affect your statutory rights.

## COPYRIGHT

- Each letter you receive will be marked: ©2016. We have ensured that this will be written and positioned as inconspicuously as possible on the back of letters, in order to preserve the illusion that they are created by and sent from magical characters. The illustrations and text in our letters are created by the same author, Leone Annabella Betts, and the copyright of them belongs to her. No part of any letter or its matching envelope may be reproduced by any means (including electronically) without the prior permission of their author.
- **Copyright without the jargon** – The paragraph above means that the right to make copies of all letters is ultimately “owned” by the person who sat down with a paintbrush and a pen and created them in the first place. It says that you’re not allowed to reproduce any letter that you’ve bought, unless you’ve got permission from its creator –

i.e. the artist or author. So basically you mustn't photocopy letters, scan them, take photographs of them, email them, type out the text and use it elsewhere and so on and so on. However, if you do want to do any of these things it's probably worth asking the artist for permission, because you never know, you might get it. If you want to ask for permission to copy anything, you can [contact Leone here](#).

## FREE PRINTABLES

- The free printables area of our site is governed by slightly different copyright rules. [Please read about them here](#).

# GENERAL USE OF THIS WEBSITE

## OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## VIRUSES, HACKING AND OTHER OFFENCES

- You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site

via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

- We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## **LINKS FROM OUR SITE**

- Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.
- When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

## **JURISDICTION AND APPLICABLE LAW**

- The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site.