



# T&C

## General Terms and Conditions

Please read the following terms and conditions carefully before ordering any of our products. You should understand that by ordering our products, you agree to be bound by these terms and conditions.

We advise you to print a copy of these terms and conditions for future reference.

### 1. Definitions

- a. Creascriptum: the privately-owned company, registered at the Chamber of Commerce in The Netherlands under number 60623969, settled at address Veldkampsweg 67, NL-7591XR Denekamp, The Netherlands.
- b. Client: the natural or legal person, lawfully representative for the transaction with Creascriptum.
- c. Website: the website creascriptum.com and all affiliated websites to Creascriptum.

### 2. Description of products and pricing

We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep our Website as up to date as possible, the information including product descriptions appearing on the Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a product until your order is accepted in accordance with our order acceptance policy.

Although we make every effort to ensure the prices listed are correct, mistakes may sometimes be made. If a mistake is discovered in the price of the items you have ordered prior to their dispatch, we

will tell you and give you the option of either reconfirming your order at the correct price or cancelling your order. In this instance, if we are unable to contact you or we receive no reply from you your order will be cancelled. Creascriptum reserves the right to change prices listed without notice. Creascriptum also reserves the right to refuse to supply to any individual or company.

### **3. How to place an order**

Orders can currently be made via the website [creascriptum.com](http://creascriptum.com), our affiliated websites, such as [vivianamberville.com](http://vivianamberville.com), [louiseblackwick.com](http://louiseblackwick.com), or by emailing us at [contact@creascriptum.com](mailto:contact@creascriptum.com).

Payment must be received for the entire order before it can be processed, unless our postal services support payment upon delivery for your country. This specifically applies to The Netherlands.

### **4. Prices, delivery charges and VAT**

All of the prices for Creascriptum products are quoted in EU euro currency, unless otherwise stated on the website or in the documents.

Where VAT is applicable, this is included in the price. On the invoice, the VAT will be listed.

Delivery charges are in addition to the prices shown for individual products. If ordering via the Website, delivery charges will be calculated when you proceed to the checkout. If ordering by telephone, delivery charges will be quoted to you over the telephone. If you are ordering by email, it is advisable to enquire with the Creascriptum Team in order to verify postage costs before making any payment in order to avoid unnecessary delays in the fulfilment of your order.

### **5. How to pay**

Our websites provide several payment options, including iDeal, PayPal and creditcard. Not every payment method may be available at all times or in all regions. Should no suitable online payment method be available, you can pay your order to our bank account IBAN NL78 SNSB 0339 6397 92 by wire transfer.

### **6. Website purchases**

Our websites provide a checkout for your orders. Once you confirm your order in the checkout, you enter a legally binding purchasing agreement with Creascriptum.

At any time in the order process, both Creascriptum and Client have the right to cancel an order. In case payments by Client have already been made, Creascriptum will refund the sum paid.

Additionally, you can change your order. Please see the section "Changing your order" below for further instructions. Cancellation of an order by Creascriptum may be caused by:

- The product you ordered is no longer available;

- Full payment not has not been received after a considerable amount of days;
- The identification of a pricing or product description error;
- Incorrect address details entered onto the order form.

## **7. How are my products sent?**

When the products that you have ordered are in stock, we aim to dispatch your order as soon as full payment of the order has been received. An estimation of how long the shipment will take to receive your order is impractical to approximate, since that differs from country to country. Our warehouse is based in Denekamp, in The Netherlands, thus we will be shipping your order towards the respective continent, country and city as soon as the product is in stock and the payment is fully covered.

Since Creascriptum used the courier postal services for shipping its orders, we cannot be held liable for any delay in the delivery of your package resulting from local customs practices.

Creascriptum requires your shipping address, phone number and email address in order to ship to you and it is your responsibility to ensure these details are entered fully and correctly. These details may be used by our carrier to contact you to organise delivery.

## **8. Changing your order**

If you need to change your order, please contact the Creascriptum Team by email at [contact@creascriptum.com](mailto:contact@creascriptum.com)

Please have your order confirmation number ready (if applicable). It may not be possible to change your order if it has already been processed or dispatched, in which case, please follow our returns policy below.

## **9. Returns policy**

In compliance with the Consumer Protection (Distance Selling) Regulations 2000, consumers have 7 (seven) Working Days from the receipt of their products in which to cancel and return their order. You can notify us of your wish to return your order by emailing Creascriptum at [contact@creascriptum.com](mailto:contact@creascriptum.com).

If you wish to exercise your right to return your order, Creascriptum will refund the original purchase price including the delivery charges. For partial returns, only a partial refund will be made and the delivery charges will not be refunded. You have a legal obligation to take reasonable care of the products while they are still in your possession. Upon receipt of the returned products, we will examine the state. We cannot refund the paid sum for products that are damaged, used or otherwise not in their original state.

You are responsible for the cost of returning the unwanted items to Creascriptum in accordance with our Returns procedure (below).

If you cancel your order within 14 (fourteen) days after the date of delivery and there has been no error on our part you must immediately return the unwanted items, unused and in the same condition in which you received them, to the following address:

**Creascriptum**

Veldkampsweg 67  
NL-7591 XR Denekamp  
THE NETHERLANDS

All items returned must be repackaged securely and within the package you should include your invoice number, email address or telephone number and instructions as to whether you would like a refund or to exchange the item(s). Refunds and exchanges will be processed as soon as possible after receiving your return, but in any event in no more than 30 days. If you are returning an item that was part of a larger order, we will only refund that part of the order that relates to the item that was returned.

Under the Distance Selling Regulations, if you buy online or by phone, your consumer rights entitle you to a full refund of the paid product-price if you request one in writing within 14 (fourteen) Days of receipt. Since payment for the order was made through a wire transfer, a refund will equally be made by direct bank transfer to a bank account that you elect.

## **10. Items sent in error**

If you have received an item in error please contact the Creascriptum Team as soon as possible and we will replace the item we sent you with the item you ordered as soon as we can.

Please send the incorrect item back to us within seven days of receipt and we will refund your return product-price costs as well as the shipment costs for returning the item. We may provide you with a shipping label to use for the return package. When you are returning an item provided in error by Creascriptum, the item must be repackaged securely and within the package you should include your invoice number, email address or telephone number. The package should be sent to the following address:

**Creascriptum**

Veldkampsweg 67  
NL-7591 XR Denekamp  
THE NETHERLANDS

If you do not return the original item to us by the end of the seven (7) day period, we reserve the right to keep the payment of your original item. You have a legal obligation to take reasonable care of the products while they are still in your possession. Upon receipt of the returned products, we will examine the state. We cannot refund the paid sum for products that are damaged, used or otherwise not in their original state.

## 11. Damaged items

If on receipt of your order, you find that an item is damaged, please contact the Creascriptum Team within seven days of the date of delivery or the date when you ought to have discovered the defect. We will then replace the damaged item as soon as we can. In the event that we cannot replace the damaged item we will give you a full refund.

Please send the damaged item back to us within seven (7) days of receipt and we will examine the returned item and will notify you for your refund via email within a reasonable period of time. We will usually process the refund due to you as soon as possible and in any case within 30 (thirty) days of the day we confirmed to you via email that we you were entitled to a refund. When you are returning a damaged item, the item must be repackaged securely and within the package you should include your invoice number, email address or telephone number. The package should be sent to the following address:

**Creascriptum**  
Veldkampsweg 67  
NL-7591 XR Denekamp  
THE NETHERLANDS

If you do not return the original item to us by the end of the seven (7) day period, we reserve the right to keep the payment of your original item. You have a legal obligation to take reasonable care of the products while they are still in your possession. Upon receipt of the returned products, we will examine the state. We cannot refund the paid sum for products that are damaged, used or otherwise not in their original state.

Under the Distance Selling Regulations, if you buy online or by phone, your consumer rights entitle you to a full refund of the paid product-price – excluding shipment charges – if you request one in writing within 7 (seven) Working Days of receipt. Since payment for the order was made through a wire transfer, a refund will equally be made by direct bank transfer to a bank account that you elect.

## 12. Copyrights

### 12.1. Restrictions on Use

The user of our products shall not request or make available Information for the use of others, including for any parent, subsidiary, affiliated entity, franchisee or dealer of end user. End user shall not make Information available to others in any form, unless where end user has notified Creascriptum or unless end user first obtains Creascriptum's written consent.

End User shall not use the Creascriptum products Information in connection with providing advice or recommendations to others, publish Information in the news media, incorporate or use Information in any kind of database or marketing list to be provided to a third party, use Information to generate any statistical or other information that is or will be provided to third parties, use or permit the use of Information to prepare any comparison to other information databases that will be provided to

third parties, or produce Information in judicial or administrative proceedings, including discovery proceedings, without Creascriptum's prior written consent.

End user may use Information only in connection with the particular transaction for which such Information was originally requested (learning, self-training and education). End user shall not re-license, resell or further distribute the Information contained within our products, partially or wholly.

## **12.2. Copying**

End user shall not copy, download, batch harvest, upload or in any other way reproduce the Information contained within our products for the purpose of aggregating the Information.

## **12.3. Compliance with Laws**

End user will not use the Information contained within our products as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family, or household purposes, or (ii) employment. In addition, end user will not use Information to engage in any unfair, anti-competitive or deceptive practices and will use the Information only in compliance with applicable laws or regulations, including laws and regulations regarding telemarketing, customer solicitation (including fax and/or e-mail solicitation), data protection, privacy and anti-corruption.

In relation to personal data contained in the products Information, end user undertakes to comply with the following obligations: (i) to use such personal data only for personal use in connection with the particular transaction for which the Information was originally requested; (ii) to ensure that such personal data is only used by appropriate authorised and trained personnel; (iii) to take and maintain appropriate technical and organisational security measures and procedures to safeguard such personal data from accidental loss or unauthorised disclosure; and (iv) subject to the requirements of applicable data protection regulations, to keep such personal data strictly confidential.

## **12.4. Limitation of Liability**

End user agrees that in no event shall Creascriptum be liable for any loss or damage of any kind or character (including, but not limited to, special, indirect, incidental, punitive, or consequential damages) even if advised of the possibility of such damages arising out of the use of the information, including without limitation any loss or damages arising out of any credit decisions made, any loss of profit, saving or goodwill, and any loss or damage arising out of the conduct of third parties.

## **12.5. Intellectual Property**

End user acknowledges and agrees that the Information contained within our products is proprietary to Creascriptum and comprises: (a) works of original authorship, including thematic coursework containing original information registered under an authorized publisher, under a unique ISBN (b) confidential and trade secret information; and (c) information that has been created, developed and

maintained by Creascriptum at great expense of time and money, such that misappropriation or unauthorised use by others for commercial gain would unfairly or irreparably harm Creascriptum. End user agrees that it will not commit or permit any act or omission by its agents, employees, or any third party that would impair Creascriptum copyright, database rights or other proprietary and intellectual rights of the Information contained within our products, whether partially or wholly. End user will not use any of Creascriptum's trade names, trademarks, service marks or copyrighted materials in listings or advertising in any manner without Creascriptum's prior written approval. Where required by Creascriptum, end user shall reproduce Creascriptum copyright notice and proprietary rights legend on all authorised copies of such Information.

## **12.6. Indemnification**

End user agrees to indemnify, defend and hold Creascriptum harmless from any claim or cause of action against Creascriptum arising out of or relating to use of the product Information by: (i) individuals or entities which have not been authorised by this Agreement to have access to and/or use the Information; and (ii) end user, except where such use by end user is in accordance with these Terms of Use.

## **12.7. Miscellaneous**

These general Terms and Conditions are governed by and construed in accordance with the laws of Trade within the European Union and the World and both parties irrevocably submit to the exclusive jurisdiction of European Courts.

Without prejudice to any other rights that Creascriptum may have under this Agreement or at law, if in Creascriptum's reasonable opinion the end user has violated these general Terms and Conditions, Creascriptum may suspend end user's access to the Information while the violation is investigated. Any investigation will be carried out promptly and end user agrees to cooperate with Creascriptum in connection with any such investigation.

Upon expiry or termination of the Term with respect to the Information, end user shall immediately delete, destroy or return all originals and copies of any Information, unless end user is otherwise instructed by Creascriptum.

## **13. Import Taxes and Customs**

You may have to pay import taxes and/or customs duties. You may also be required to pay a brokerage (handling) fee for the shipment. These charges are separate from your shipping charge and you will be billed directly for them. For the avoidance of doubt, Creascriptum will not charge you for, and is not liable to pay, any customs or brokers charges incurred in delivering goods which have been shipped internationally.

Due to International laws, Creascriptum states the full value of your order on shipping documentation, minus the shipping charge. As Creascriptum is a retailer, Creascriptum is not able to mark these as 'gifts' or 'personal possessions'. If you are not familiar with the customs laws in your

country, please check with your local customs office to ensure that the importing of the products you are planning to order from us is allowed and if any additional licenses or permits are needed.

Customs regulations differ by country and not knowing their regulations can result in your order incurring higher import duties, a delay in delivery or refusal. Creascriptum will not be liable for packages refused or held by customs.

If your order is returned to us due to a refusal to pay customs fees, refusal to accept the order or because no one was there to accept delivery of your order or because of a wrong address, you will be refunded the total amount of the order, minus the shipping charge and any other fees that are incurred by Creascriptum during shipping including but not limited to warehousing fees and return postage/courier fees. If the cost to return the product to us is larger than the cost of the refund due, we will abandon the shipment and there will be no credit for the order.

## **14. Promotions**

Any promotions and discounts are given at our discretion and may be withdrawn by us without notice.

## **15. Risk and Title**

From the point of delivery, responsibility for the loss, breakage and damage of any products purchased from Creascriptum passes entirely to you. Ownership of the items will only pass to you when we receive payment in full of all sums owing to us, whether for coursework books or for any other products or services supplied by Creascriptum

## **16. Data Protection Statement**

Creascriptum is registered under the provisions of the EU Data Protection Act 1998 and keeps any personal data concerning you in confidence.

## **17. Creascriptum bank details**

<b>Name of Bank:</b>	<b>De Volksbank NV</b>
BIC/Swift:	SNSBNL2A
IBAN:	NL78 SNSB 0339639792

## **18. Company contact details**

Telephone:	+31 (0) 541-859515
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Email orders: [contact@creascriptum.com](mailto:contact@creascriptum.com)

Email enquiries: [contact@creascriptum.com](mailto:contact@creascriptum.com)

**Creascriptum**

Veldkampsweg 67  
NL-7591 XR Denekamp  
THE NETHERLANDS

[www.creascriptum.com](http://www.creascriptum.com)

Tax office Number/VAT number: NL002488727B91

Chamber of Commerce Number: 60623969

## 19. Complaints

At Creascriptum we are committed to providing a high standard of customer care. If you are not happy with any element of the customer service that you have received from the Creascriptum Team, please contact:

Telephone: +31 (0) 541-859515

Email: [contact@creascriptum.com](mailto:contact@creascriptum.com)

## 20. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of The Netherlands, the European Union and International Trade and you irrevocably submit to the exclusive jurisdiction of European Courts.

The primary jurisdiction will solely be the regional Court within The Netherlands in the area of settlement.